BRUHATBENGALURUMAHANAGARAPALIKE
YELAHANKA DIVISON

REQUESTFORPROPOSAL(RFP)

(ShortTerm)

Supplying and Laying of various bituminous mixes for repair ofpotholes and Road cut Portions from established HotMix Plant of minimum 50/80 TPH capacity (In Fully workingcondition)includingmanufacturing,supplyingandlayingincludingthecostofallmaterials,machineries,labours,consumables etc complete for a period of 2 years in Yelahanka Division.

OfficeoftheEXECUTIVEENGINEERYelahanka Division,

Disclaimer

TheinformationcontainedinthisRequestforProposaldocument(the“**RFP**”)orsubsequentlyprovided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of theBBMP or any of its employees or advisors/Consultants, is provided to Bidder(s) on the terms andconditionssetoutinthisRFPandsuchothertermsandconditionssubjecttowhichsuchinformation is provided. This RFP is not an agreement and is neither an offer nor invitation by theBBMPtotheprospectiveBidders or any other person.ThepurposeofthisRFPistoprovideinterestedpartieswithinformationthatmaybeusefultotheminmakingtheirtechnicalandfinancial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect variousassumptions and assessments arrived at by the BBMP in relation to the Project. Such assumptions,assessments and statementsdo not purporttocontain alltheinformation that each Bidder may required.

ThisRFPmaynotbeappropriateforallpersons,anditisnotpossiblefortheBBMP,itsemployeesoradvisors/Consultantstoconsidertheinvestmentobjectives,financial situation andparticularneedsofeachpartywhoreadsoruses thisRFP.

EachBiddershould,conductitsowninvestigationsandanalysisandshouldchecktheaccuracy,adequacy,correctness,reliabilityandcompletenessoftheassumptions,assessments,statementsandinformationcontainedinthisRFPandobtainindependentadvicefromappropriatesources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which maydependuponinterpretationoflaw.Theinformationgivenisnotintendedtobeanexhaustiveaccountofstatutoryrequirementsandshouldnotberegardedasacompleteorauthoritativestatementoflaw.

The BBMP accepts no responsibility for the accuracy orotherwisefor any interpretation or opinionon lawexpressedherein.TheBBMP,itsemployeesandadvisorsmakenorepresentationorwarranty andshallhave noliabilityto any person,including any ApplicantorBidderunder anylaw,statute,rulesorregulationsortort,principlesofrestitutionorunjustenrichmentorotherwisefor any loss, damages, costor expensewhichmay arisefrom or be incurred or suffered on accountofanythingcontainedinthisRFPorotherwise,includingtheaccuracy,adequacy,correctness,completeness or reliability of the RFP and any assessment, assumption, statement or informationcontained thereinor deemed to formpart of this RFP or arising in any way for participation in thisBid Stage. The BBMP also

accepts no liability of any nature whether resulting from negligence orotherwisehowsoevercausedarisingfromrelianceofanyBidderuponthestatements containedinthisRFP.TheBBMP may in its absolutediscretion,butwithoutbeing under any obligation to doso, update, amend or supplement the information, assessment or assumptions contained in this RFP.TheissueofthisRFPdoesnotimplythattheBBMPisboundtoselectaBidderortoappointthe

SelectedBidder,asthecasemaybe,fortheProjectandthe**BBMPreservestherightto rejectallorany oftheBidders or Bids without assigning any reason whatsoever.**The Bidder shall bearallits costs associated withorrelating tothepreparation andsubmission ofits Bidincluding butnotlimitedtopreparation,copying,postage,deliveryfees,expensesassociatedwit hanydemonstrations or presentations which may be required by the BBMP or any other costs incurred inconnectionwithorrelatingtoitsBid.AllsuchcostsandexpenseswillremainwiththeB idderandthe BBMP shall not be liable in any manner whatsoever for the same or for any other costsorother expenses incurred by aBidder inpreparation or submissionofthe Bid,regardlessoftheconductoroutcomeoftheBiddingProcess.

CONTENTS

SECTION	DESCRIPTION
Section1	InvitationforTenders
Section2	InstructiontoTenderers(ITT)BidDataSheet(BDS)
Section3	GeneralConditionsofContract
Section4	SpecialConditionsofContract
Section5	Employer’sRequirements
Section6	TechnicalSpecifications
Section7	EligibilityandQualificationCriteria
Section8	PriceSchedules
Section9	TenderingForms
Section 10	ContractForms

SECTION1.

REQUESTFORPROPOSAL(RFP)

BBMP

BRUHATBENGALURUMAHANAGARAPALIKE

No:BBMP/EE/YNK.D/E-PMT/04/2023-24 Officeofthe,ExecutiveEngineer,
Yelahanka Divison,
Old CMC Road,
Yelahanka Old Town,
Bangalore-
64.**Date:19.10.2023**

REQUESTFORPROPOSAL
SHORTTERMTENDERNOTIFICATION
(Throughe–ProcurementPortalonly)

1. **The Executive Engineer, Yelahanka Divison,** on behalf of the Hon'ble Chief Commissioner, BruhatBangaloreMahanagara Palike(BBMP), invites Proposals (TechnicalandFinancial)for "**Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division"** from Class-1A Contractors registered in KPWD/CPWD/BBMPandanyother governmentdepartments.
2. ThedetailedObjectivesandtheScopeoftheAssignmentshallbeasperRequestforProposal(RFP) Document.TheRFPdocumentmaybedownloadedfromtheGovernmentofKarnatakaPublic Procurement PortalWebsite https://kppp.karnataka.gov.infrom **19.10.2023** under login for Contractors. After login to Contractors,please scroll down to the right side bottom to see List of Bids, please click there to find the Details of Letter ofInvitation anddownload copy oftheRFP Document. The RFP Document can bedownloadedin the Portal aspertheprescribedDateandTimepublishedinthePortal.OnlyinterestedAgencies/Firms/ Companies/
   Contractorwhowishtoparticipateshallremitonline TenderFeefortheRFPDocument afterregisteringinthePortal.TheTenderFeeisnon-refundable.
3. Bids must be submitted online through e-procurement portal on or before **16.00 hours on 31.10.2023** and the openingofBidswillbeasper theKarnataka Public procurementportalguidelines
4. OtherdetailscanbeseenintheRFPdocument.

TABLE

Sl. No.	Nameofthework	EMD(Amountin Rupees)	Location
1	Supplying and Laying of various bituminous mixes for repair ofpotholes and Road cut Portions from established HotMix Plant of minimum 50/80 TPH capacity (In Fully workingcondition)includingmanufacturing,supplyingandlayingincludingthecostofallmaterials,machineries,labours,consu	Rs.1,50,000/-	• Locatedwithin20Kms (Aerialdistance)from. Yelahanka Constituency.

	mables etc complete for a period of 2 years in Yelahanka Division.		

CalendarofEvents

- AvailabilityofRFPDocument**19.10.2023onwards**.
- DateofPrebidmeetingattheofficeof Executive Engineer)**on25.10.2023**at15-30hour.
- LastDateforuploadingtheFilledProposalsis**31.10.2023,16-30hour**s.
- DateofOpeningofTechnicalProposalsis**01.11.2023,16-30hours**.
- DateofOpeningofFinancialProposalsafterApprovalofTechnicalProposalsthroughKPPP..

Note:

1. BiddersshalluploadalltheSignedandScannedCopiesofCertificatespertainingtotheirEligibilityCriteria, Essential Conditional Criteria, Financial Criteria Documents, etc. No Physical Documents shall beconsidered.AlltheParticipantsshallproducealltheOriginalDocumentsforVerificationwhenevernecessary.
2. For those Bidders whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, theirFinancialBidswillnotbeopened.
3. The BBMP reserves the right to reject any or all of the Bids without thereby incurring any Liability orObligationtoinformtheBiddersoftheReasonsforsuch action.
4. Bidders may obtain further information at the Office of**Executive engineer, Yelahanka Division, Bruhat BangaloreMahanagaraPalike,Old CMC road, Yelahanka old town,Bangalore–560064**onworkingdaysbetweenworkinghours.
5. Corrigendum's/Modifications/Corrections,ifany,willbepublishedintheWebsiteonly.
6. ForDetails,Registrationande–Payment,visitGOKe–ProcurementWebsite www.kpppkarnataka.com

Sd/-
ExecutiveEngineer
Yelahanka
DivisionBruhatBangaloreMahanagaraPalike

Copy to:

1. The Chief Commissioner, BBMP for kind information.
2. **Copy submitted to the Special Commissioner (Projects) for kind information.**
3. **Copy submitted to Zonal Commissioner (Yelahanka) For Kind Information.**
4. **Copy submitted to the Special Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.**
5. **Copy submitted to the Joint Commissioner (Yelahanka) for kind information.**
6. **Copy submitted to the Engineer-In-Chief for kind information.**
7. **Copy submitted to the Chief Engineer (Yelahanka) for kind information.**
8. **Copy submitted The Deputy Commissioner (Bengaluru Urban) for kind information & requested to arrange for publication and to send a copy of the same to this Office for further action.**
9. **Copy submitted to Chief Auditor / Chief Account officer for kind information**
10. **Copy submitted to A.C.F (Yelahanka) for information.**
11. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
12. **Copy to Acct. Suptd. / Cashier of Division office for Necessary Action.**
13. **Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.**

Tender

ExecutiveEngi

14. Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.

15. Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.

16. Notice Board / Office Copy.

ExecutiveEnginee
r
Yelahanka Division,BBMP

SECTION2:INSTRUCTIONTOTENDERERS

A.Introduction

BBMPwillselectaFirmamongthosewhosubmittheproposalsinrespon setotheLetter ofInvitation,inaccordancewiththe methodofselectionindicatedintheDataSheet.

TheExecutiveEngineer Yelahanka Division invitesREQUESTFORPROPOSAL (RFP)forfollowing TwoCover tender procedure, from eligible Tenderers, for the **Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division**detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tendersforworksdetailedinthetablegiveninIFT.

TheAssignmentshallbeimplementedinaccordancewiththe DataSheet.

2. EligibleTenderers

TheTenderermaybeafirm/company/ individualhavingClass-1AofKPWD/CPWD/ BBMPandanyothergovernmentdepartments.

Tenderersshallnotbeunderadeclarationofineligibilityforcorruptandfr audulentpracticesissuedbyGovernmentofKarnataka/BBMP

3. CostofTendering:

TheTenderershallbearallcostsassociatedwiththepreparationandsubmission ofitsTender, and the Employer shall not be responsible or liable for those costs, regardless of theconductoroutcomeoftheTendering process.

B. TENDERDOCUMEN

TSContentsofTenderDocuments

Theservicesrequired,tenderingproceduresandcontracttermsarepres cribedintheRFPdocuments.InadditiontotheRequestforProposal, thetenderdocumentsinclude:

(a) InstructiontoTenderers(ITT);
(b) GeneralConditionsofContract(GCC);
(c) SpecialConditionsofContract(SCC);
(d) Employer’sRequirements;
(e) TechnicalSpecifications;

(f) EligibilityandQualificationCriteria;
(g) PriceSchedules;
(h) TenderingForms;
(i) ContractForms;

TheTendererisexpectedtoexamineallinstructions,forms,terms,andspecificationsinthe tender documents. Failure to furnish all information required by the tender documents orsubmission of a tender not substantially responsive to the tender documents in every respectwillbeattheTenderer'sriskandmayresultinrejectionofitstender.

4 Clarificationof TenderDocuments

A Tenderer requiring any clarification of the Tendering Documents shall contact the Employer inwriting at the Employer's address specified in the Bid Data Sheet or raise his enquiries during thepre-Tendermeeting.

TheTendererisadvisedtovisitandexaminetheSiteanditssurroundingsa ndobtainforitselfonitsownresponsibilityallinformationthatmaybenece ssaryforpreparingtheTenderandenteringinto a contract for Supplying and Laying of various bituminous mixes for repair ofpotholes and Road cut Portions from established HotMix Plant of minimum 50/80 TPH capacity (In Fully workingcondition)includingmanufacturing,supplyingandlayinginclu dingthecostofallmaterials,machineries,labours,consumables etc complete for a period of 2 years in Yelahanka Division.ThecostsofsuchvisitstothesiteshallbeattheTenderer'sownexp ense

TheTendererandanyofitspersonneloragentswillbegrantedpermissionbyth eEmployertoenter upon its premises and lands for the purpose of such visit, but only upon the express conditionthattheTenderer,itspersonnel,andagentswillreleaseandindemni fytheEmployeranditspersonnel and agentsfrom and against all liability in respect thereof, and willbe responsible fordeath or personal injury, loss of or damage toproperty, and any other loss, damage, costs, andexpensesincurred as aresultoftheinspection.

The Tenderer's designated representative is invited to attend the pre-bid meeting, specifiedin theBDS.Thepurposeofthemeeting will beto clarify issues and to answer questions on any matterthat may be raised at that stage. A site visit will be arranged by the Employer at the time of the pre-Tendermeeting,ifsospecifiedintheBDS

TheTendererisrequestedtosubmitanyquestionsinwritingtotheEmployera ddressspecifiedinBidDataSheet,toreachthe Employerbeforeprebidmeeting.

Minutes of the pre-Tender meeting, if applicable, including the text of the questionsasked byTenderers, without identifying the source, and the responses given, together with any responsesprepared after the meeting, will be transmitted promptly to all Tenderers through e-mail

who haveacquiredtheTenderingDocuments.AnymodificationtotheTenderingDocumentsthatmaybecomenecessaryasaresultofthepre-TendermeetingshallbemadebytheEmployerexclusivelythroughtheissueofanaddendum/CorrigendumpursuanttoITT5andwillbeuploaded in e-procurement portal only andnot throughtheminutes ofthepre-Tender meeting.Non-attendanceatthepre-TendermeetingwillnotbeacausefordisqualificationofaTenderer.

5. AmendmentofTenderDocuments

AtanytimepriortothedeadlineforsubmissionofTenders,theEmployermayamendtheTenderingDocumentsbyissuingaddenda/Corrigenda.

Anyaddendum/ CorrigendumissuedshallbepartoftheTenderingDocumentsandshallbecommunicatedinwritingtoallwhohaveobtainedtheTenderingDocumentsfromthe

EmployerinaccordancewithITT4.6.IfsospecifiedintheBDS,theEmployershallalsop romptlypublishtheaddendum/Corrigendumonthee-procurementportalonly.

To give Tenderers reasonable timein which to take anaddendum/Corrigendum intoaccount inpreparing their Tenders, theEmployer may extend the deadline for thesubmission of Tenders,pursuanttoITT17.2.

C. PreparationofTenders

6. LanguageofTender

TheTender,aswellasallcorrespondenceanddocumentsrelatingtotheTenderexchangedbytheTendererandtheEmployer,shallbewritteninthelanguagespecifiedintheDatasheet.Supporting documents andprinted literature that arepart of the Tender may beinanother language provided they are accompanied by an accurate translation of the relevantpassages in thelanguageof Tender,in which case, for purposesofinterpretation oftheTender,such translation shallgovern.

7. DocumentsComprisingtheTender

ThetenderpreparedbytheTendershallcomprisethefollowingcomponents:

a. ATenderFormandaPriceSchedulecompletedinaccordancewithITTClauses8, 9and10;

b. Documentary evidence established in accordance with ITT Clause 11 that the Tenderer iseligibletotenderandisqualifiedtoperformthecontractifitstenderisaccepted;

c. Documentary evidence establishedin accordancewithITTClause 12that the goods andancillaryservicestobesuppliedbytheTenderareeligiblegoodsandservicesandconform to thetender documents; andEarnestmoney deposit furnished in accordance withITTClause13

8. TenderForm

TheTendershallcompletetheTenderFormandthePriceScheduleforthe documents,indicatingtheservicestobecarriedout,abriefdescriptionofthe services.

9. TenderPrices

The Tenderer shall indicate on the Price Schedule the unit prices of the services itproposes under the Contract. To this end, the tenderers are not allowed any option tosubmitthetendersforanyoneormoreschedulesspecifiedinthe‘ScheduleofRequirements’.However,tenderersshallquoteforthecompleterequirementofservices specified under each schedule on a single

responsibility basis, failing whichsuch tenders willnot be taken into account for evaluation andwillnotbe consideredforaward.Prices indicated on the Price Schedule is inclusive of all taxes, **except GST**, insuranceandotherlocalcostsincidentaltocarryouttheservicestotheirfinaldestination withinthelimitsofBBMP.

Deleted

Prices quoted by the Tenderer shall be fixed during the Tenderer's performance oftheContractandnotsubjecttovariationonanyaccount.Atendersubmittedwithanadjustablepricequotationwillbetreatedasnon-responsiveandrejected,pursuanttoITTClause22.

10 TenderCurrency

PricesshallbequotedinIndianRupees:

11 DocumentsEstablishingService'sEligibilityandConformitytoTenderDocuments

Pursuant to ITT Clause 7, the Tenderer shall furnish, as part ofits Tender, documentsestablishingtheTenderer'seligibilitytotenderanditsqualificationstoperformtheContractifitstenderisaccepted

The documentary evidence of the Tenderer's qualifications to perform the Contract if itstenderisaccepted,shallestablishtotheEmployer'ssatisfaction:

a) that,inthecaseofaTendererofferingtocarryoutservices.

b) thattheTendererhasthefinancial,technical,andproductioncapabilitynecessarytoperformtheContractandmeetsthecriteriaoutlinedintheQualificationrequirementsspecified inSection VII. To this end, all tenders submitted shall includethefollowinginformation:

The legal status, place of registration and principal place of business of the company orfirmorpartnership,etc.;
Details of experience and past performance of the tenderer on equipment offered and onthoseofsimilar naturewithin the past three/fiveyears and details ofcurrent contracts inhandandothercommitments(suggestedproformagiveninSectionXI)

c. Item-by-itemcommentaryontheEmployer'sTechnicalSpecificationsdemonstratingsubstantialresponsivenessoftheservicestothosespecificationsorastatementofdeviationsandexceptionstotheprovisionsoftheTechnicalSpecifications.

ForpurposesofthecommentarytobefurnishedpursuanttoITTClauseabove,theTenderershallnotethatstandardsforworkmanship,materialandequipmentinitsTechnicalSpecificationsareintendedtobedescriptiveonlyandnotrestrictive.TheTenderermaysubstitutealternativestandardstotheEmployer'ssatisfactionthatthesubstitutionsensuresubstantialequivalencetothosedesignatedintheTechnicalSpecifications.

12 EarnestMoneyDeposit

Pursuant toITT Clause 7, the Tenderer shall furnish, as part of its tender, earnestmoneydepositRs.1,50,000/-asspecifiedinthesectionBidDataSheet

TheearnestmoneydepositisrequiredtoprotecttheemployeragainsttheriskofTenderer's conductwhich would warrantthe security'sforfeiture,pursuant to ITBClause13.7.

Deleted

AnytendernotsecuredinaccordancewithITTClauses13.1 and13.3abovewillberejectedbytheEmployerasnon-responsive,pursuanttoITTClause22.

Deleted

Deleted

Thetendersecuritymaybeforfeitedinthefollowingcases:

a) if a Tenderer withdraws its tender during the period of tender validity specified by theTenderer on the Tender Form; or does not accept the correction of errors pursuant to ITTClause15;or

b) in caseofasuccessfulTenderer, iftheTenderer fails to sign theContract inaccordancewithITTClause22;ortofurnishperformancesecurityinaccordancewithITTClause22.

13 PeriodofValidityofTenders

Tendersshallremainvalidfor90daysafterthedeadlineforsubmissionoftendersprescribed by the Employer, pursuant to ITT Clause 17. A tender valid for a shorter periodshall berejectedbytheEmployerasnon-responsive.

Inexceptionalcircumstances,theEmployermaysolicittheTenderer'sconsent toanextension of the period of validity. The request and the responses thereto shall be made inwriting (orby cableortelexorfax).TheearnestmoneydepositprovidedunderITTClause13shallalsobe suitably extended.ATenderermay refusetherequestwithoutforfeitingitsearnestmoneydeposit.ATenderergrantingtherequestwillnotberequirednorpermittedtomodifyitstender.

14 FormatandSigningofTender

Tender shall be submitted through e-procurement portal only with clearly marked 'Pre-qualification&TechnicalProposal',containingdocumentscomprisingtheTechnicalProposal, and theother clearly marked 'Financial Proposal', containing Schedule ofPricesor the Pricing Documents inaccordance. The Tenderer shall,onor before the date andtime given in the Invitation for Tenders or as may have been amended from time to time,uploadhisTenderone-procurementportalwebsitehttps://eproc.karnataka.gov.in

D. SubmissionofTenders

15 SubmissionofTender

The entire tender Document available on KPPP portal with all Corrigendum andAddendum issued from time to time and requisite enclosures described and directed intender documents shall be downloaded. Tenderer must submit all details of the proposal to bescannedandsubmittedthroughe-procurementportalonlyfilledanduploadedonthee-

Procurementportalbytheauthorizedsignatoryonbehalfof theTenderer with his digital signature (DSC). The tenderer who fails to submit as mentioned aforesaid, his bids shall be treated as non-responsive and not considered for evaluation.

Tenderer shall prepare and upload their Technical and Financial offers before tender submission date &time which is specified in Invitation for tenders (IFT). No written or online request in this regard shall be granted.

An original hard copy of the documents submitted through e-procurement portal is also required to be submitted after technical evaluation at the Client's office.

16 Deadline for Submission of Tenders

Tenderer must upload the proposal in e-procurement portal no later than the time and date specified in the Invitation for Tenders (Section I).

The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late Tenders

As the Tendering process is through online e-procurement process late submission of bid will not be allowed.

18 Modification and Withdrawal of Tenders

As the tender process is through e-procurement portal only amendment/ modification of tender by going into the Re-Work option of the e-procurement portal shall be permissible before the deadline for submission of Tenders, in case the tenderer wants to Withdraw the already uploaded submissions the same would not be possible but the bidder in such case can opt for not carrying out the process specified in the portal for handing over of the completed and uploaded tender. The tenderer should further note that in such case the Bid Security deposited through the system shall not be refundable immediately.

E. Tender Opening and Evaluation

19 Opening of Tenders by the Employer

The Employer will open the Technical Proposal of all tenders received, on the date and the time specified in IFT.

The evaluation committee appointed by the Client as a whole, and each of its membersindividually evaluates theproposalson thebasisof theirresponsivenesstothescopeofwork,applyingtheEligibilityandQualificat ioncriteria.

A proposal shall be rejected at this stage if it does not respond to important aspects of thescopeof work

TheEmployerwilldrawoutalistofqualifiedTenderers.

TheEmployerwillinformalltheQualifiedTenderersthetime,dateandvenuefixedforthe opening oftheFinancial Proposal.

TheTenderer'srepresentativeswhoarepresentshallsignaregisterevidencingtheirattendance. Inthe event ofthespecifieddateof Tender openingbeing declared
aholidayfortheEmployer,thetendersshallbeopenedattheappointedtimeandlocationonthenextworkingday.

ThenameoftheTendererandtheproposedpricesshallbereadaloudandrecordedwhenthe FinancialProposalsareopened.

The Client shall prepare minutes of the public opening including the information of thetenderer.

The evaluation committee will determine whether the Financial Proposals are complete,(i.e,whether they have quoted all items of the corresponding financial Proposals, if not, theClient will costthem andaddtheircostto the initialprice), correctany computationalerrors.

The Client will select the lowest proposal ('evaluated' price). The selected tenderer will beinvitedfornegotiations.

20 ClarificationofTenders

Toassistintheexamination,evaluation,andcomparisonoftheTechnicalandPriceTenders, and qualification of the Tenderers, the Employer may, at its discretion, ask anyTenderer for a clarification of its Tender, giving a reasonable time for a response. Anyclarification submitted by a Tenderer that is not in response to a request by the Employershallnotbeconsidered.TheEmployer'srequestforclarificationandtheresponseshallbein writing.No changeinthesubstanceofthe TechnicalTender or prices inthePriceTender,includinganyvoluntaryincreaseordecreaseintheprices,shallbesought,offered,orpermitted,exceptto confirmthecorrectionofarithmeticerrorsdiscoveredbythe EmployerintheevaluationoftheTenders.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in theEmployer's requestforclarification,itsTendermayberejected.

21 PreliminaryExamination

TheEmployerwillexaminethetenderstodeterminewhethertheyarecomplete,whetheranycomputational errorshavebeenmade,whetherrequired

suretieshavebeen
furnished,whetherthedocumentshavebeenproperlysigned,andwhetherthetend
ersaregenerallyinorder.TendersfromAgents,withoutproperauthorizationfromth
emanufacturerasperSectionXI,shallbetreatedasnon-responsive.

Where the Tenderer has quoted for more than one schedule, the tender is considered asnon-responsive.

Arithmeticalerrorswillberectifiedonthefollowingbasis.Ifthereisadiscrepancybetween the unit price and the total price that is obtained by multiplying the unit price andquantity,theunitpriceshallprevailandthetotalpriceshallbecorrected.IftheFirm/Agency/Contractor does not accept the correction of errors, its tender will be rejectedanditstendersecuritymay beforfeited.

The Employer may waive any minor informality or non-conformity orirregularity in atender which does not constitute a material deviation, provided such a waiver does notprejudice oraffecttherelativerankingofanyTenderer.

Prior to thedetailed evaluation,pursuant to ITT Clause23,theEmployer willdeterminethesubstantialresponsivenessofeachtenderto thetenderdocuments.Forpurposesofthese Clauses, a substantially responsive tender is one which conforms to all the terms andconditionsofthetenderdocumentswithoutmaterialdeviations.DeviationsfromorobjectionsorreservationstocriticalprovisionssuchasthoseconcerningPerformanceSecurity (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24),Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes &Duties(GCCClause32)willbedeemedtobeamaterialdeviation.TheEmployer'sdetermination ofa tender's responsiveness is to be based on the contents of the tenderitselfwithout recoursetoextrinsicevidence.

If a tender is not substantially responsive, it will be rejected by the Employer and may notsubsequentlybemaderesponsivebytheTendererbycorrectionofthenon-conformity.

22 EvaluationandComparisonofTenders

The Employer will carry out a detailed technical evaluation of the Tenders not previouslyrejected as being substantially non- responsive, in order to determine whether the technicalaspects are in compliance with the Tendering Documents. The Tender that does not meetminimum acceptable standards of completeness, consistency and detail, and the specifiedminimum(ormaximum,asthecasemaybe)requirementsforspecifiedScheduleofGuarantees,willberejectedfornon-responsiveness.Inordertoreachsuchadetermination,theEmployerwillexamineandcomparethetechnicalaspectsoftheTenders on the basis of the information supplied by the Tenderers, taking into account thefollowing:

(a) overall completeness and compliance with the Employer’s Requirements; conformity oftheWorksofferedwithspecifiedperformancecriteria,correspondingtoeachScheduleofGuarantees, as indicated in the Technical

Requirements; suitability of the Works offeredinrelationtotheenvironmentalandclimaticconditionsprevailingatthesite;andquality,functionandoperationofanyprocesscontrolconceptincludedintheTender.

(b) otherrelevantfactors,ifany,

Ifalternatives fortendershavenotbeenallowedbuthavebeenoffered,they shall beignored.

TheEmployershallusethecriteriaandmethodologiesandotherevaluationcriteriaor

methodologiesshallbepermitted.

ToevaluateaPriceTender,theEmployershallconsiderthefollowing:

(a) theTenderPrice,excludingProvisionalSumsinthePriceSchedules,butincluding Dayworkitems,wherepricedcompetitively;
(b) priceadjustmentforcorrectionofarithmeticerrors
(c) priceadjustmentdueto quantifiable nonmaterialnonconformities
(d) theevaluationfactorsindicatedinEvaluationandQualificationCriteria.

If these Tendering Documents allow Tenderers to quote separate prices for different lots(contracts),andtheawardtoasingleTendererofmultiplelots(contracts),themethodology to determine the lowest evaluated price of the lot (contract) combinations,including any discounts offered in the Letter of Price Tender, is specified in Section 7,EligibilityandQualificationCriteria.

IftheTender,whichresultsinthelowestevaluatedTenderPrice,isseriouslyunbalancedor front loaded in the opinion of the Employer, the Employer may require the Tenderer toproduce detailedprice analyses for any or all items of the PriceSchedules,to demonstratetheinternalconsistencyofthosepriceswiththemethodsandthePriceSchedulesproposed. After evaluation of the price analyses, taking into consideration the Schedule ofPayment,theEmployermayrequirethattheamountofthePerformanceSecuritybeincreased attheexpenseoftheTenderertoalevelsufficienttoprotecttheEmployeragainstfinanciallossintheeventofdefaultofthesuccessfulTendererundertheContract.

The Employer shallcompare theevaluated prices ofallsubstantially responsiveTenderstodeterminethelowestevaluatedTender.

23 ContactingtheEmployer

SubjecttoITTClause21,noTendershallcontacttheEmployeronanymatterrelatingto its tender, from the time of the tender opening to the time the Contract is awarded. If thetenderer wishes tobring additional information to the noticeof the Employer, it shoulddosoinwriting.

Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation,tendercomparisonorcontractaward mayresultinrejectionoftheTenderer'stender.

F. AwardofContract

24 Postqualification

In the absence of prequalification, the Employer will determine to its satisfaction whetherthe Tenderer that is selected as having submitted the lowest evaluated responsive tendermeets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contractsatisfactorily.

ThedeterminationwilltakeintoaccounttheTenderer'sfinancial,technicalandproductioncapabilities.Itwillbebaseduponanexaminationofthedocumentaryevidenceof theTenderer'squalificationssubmittedbytheTenderer,pursuanttoITTClause11,aswellassuchotherinformationastheEmployerdeemsnecessaryandappropriate.

AnaffirmativedeterminationwillbeaprerequisiteforawardoftheContracttotheTenderer.A negative determination will result in rejection of the Tenderer's tender,inwhich event theEmployer willproceed to thenextlowest evaluated tender to makeasimilardeterminationofthatTenderer'scapabilitiestoperformthecontractsatisfactorily.

25 AwardCriteria

SubjecttoITTClause28,theEmployerwillawardtheContracttothesuccessfulTenderer whose tender has been determined to be substantially responsive and has beendeterminedasthelowestevaluatedtender,providedfurtherthattheTendererisdeterminedtobequalifiedtoperformthe Contractsatisfactorily.

26 Employer'srighttovaryQuantitiesatTimeofAward

TheEmployerreservestherightatthetimeofContractawardtoincreaseordecreasebyupto25percentofthequantityofservicesoriginallyspecifiedintheScheduleofRequirementswithoutanychangeinunitpriceorother terms andconditions.

27 Employer'sRighttoAcceptAnyTenderandto RejectAnyorAllTenders

The Employer reserves the right to accept or reject any tender, and to annul the tenderingprocessandrejectalltendersatanytimepriortocontractaward,without therebyincurring anyliabilitytotheaffectedTendererorTenderers.

28 NotificationofAward

Priortotheexpirationoftheperiodoftendervalidity,theEmployerwillnotifyth esuccessful tenderer in writing by registeredletter or by cable/telex or fax, tobe confirmedinwritingbyregisteredletter,thatitstenderhasbeenaccepted.

ThenotificationofawardwillconstitutetheformationoftheContract.

UponthesuccessfulTenderer'sfurnishingofperformancesecuritypursuantt oITTClause 31, the Employer will promptly notify the name of the winning Tenderer to eachunsuccessfulTendererandwilldischargeitsearnestmoneydeposit,pur suanttoITTClause13.

If,afternotificationofaward,a Tendererwishes toascertainthe grounds onwhichitstender was not selected, it should address it's request to the Employer. The Employer willpromptlyrespondinwritingtotheunsuccessful Tenderer.

29 SigningofContract

At the same time as the Employer notifies the successful tenderer that its tender has beenaccepted, the Employer will send the Tenderer the Contract Form provided in the tenderdocuments,incorporatingallagreementsbetweentheparties.
Within 15 daysofreceipt ofthe Contract Form, the successful Tenderer shall sign anddatetheContractandreturnitto theEmployer.

30 PerformanceSecurity

Within 15 days of the receipt of notification of award from the Employer, the successfulTendershallfurnishtheperformancesecurityinaccordancewit htheConditionsofContract,inthePerformanceSecurityFormprovidedinthe tenderdocumentsorinanotherformacceptabletotheEmployer.

Failure ofthe successful Tenderer to comply with therequirement ofITT Clause30.2 orITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award andforfeitureoftheearnestmoneydeposit,inwhicheventtheEmployermaym aketheawardtothenextlowestevaluatedTendererorcallfornewtenders.

32 CorruptorFraudulentPractices

The Government requires that Tenderers/ Firm/Agency/Contractors/ Contractors observe thehigheststandardofethicsduringtheprocurementandexecutionofGovernme ntfinancedcontracts.In pursuance ofthispolicy,theGovernment

(a) defines,forthepurposesofthisprovision,thetermssetforthasfollows:

(i) "corruptpractice"meanstheoffering,giving,receivingorsolicitingofanythin gofvaluetoinfluencetheactionofapublicofficialintheprocurementprocesso rincontractexecution;and

(ii) “fraudulentpractice”meansamisrepresentationoffactsinordertoinfluence aprocurementprocess or the execution of a contractto thedetrimentoftheGovernment,andincludescollusivepracticeamongTend erers(priortooraftertendersubmission)

designedtoestablishtenderpricesatartificialnon-competitivelevelsandtodeprivetheGovernmentofthebenefitsoffreeandopencompetition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for awardhasengagedincorruptorfraudulentpracticesincompetingforthecontractinquestion;

(c) willdeclareafirmineligible,eitherindefinitely orfor astated period oftime,tobeawarded a Government financed contract if it at any time determines that the firm hasengagedincorruptorfraudulentpracticesincompetingfor,orinexecuting,aGovernment-financedcontract.

Furthermore,Tenderersshallbeawareoftheprovisionstatedinsub-clause4.4andsub-clause23.1oftheGeneralConditionsofContract.

BIDDATASHEETINFORMATIONTOTENDERERS

1. The Name of the Employer: **The Chief Commissioner, Bruhat Bengaluru MahanagaraPalike(BBMP),Bengaluru**

2. TheName,Objectiveand Descriptionoftheassignment are**:** Supplying and Laying of various bituminous mixes for repair ofpotholes and Road cut Portions from established HotMix Plant of minimum 50/80 TPH capacity (In Fully workingcondition)includingmanufacturing,supplyingandlayingincludingthecostofallmaterials,machineries,labours,consumables etc complete for a period of 2 years in Yelahanka Division.

3. A Pre-bid meeting will be held at O/o The Executive Engineer, Yelahanka Division, old CMC road, Yelahanka old town, Bengaluru-560064.

4. Any information or clarifications can be send to the address: The Executive Engineer, Yelahanka Division, old CMC road, Yelahanka old town, Bengaluru-560064,TelephoneNo:9035492953,E-mailid:eeynk2009@gmail.com

5. Proposal shouldbesubmittedinthelanguage(s):English

6. IfthebidderfailstosubmittheEMD DeclarationCertificatebefore theTechnicalBidopen,hisBidshallnotbeconsideredforopening&rejectedoutright.

7. TheMethodofSelection:LeastCostSelection(LCS)

8. **Thetendershouldhavethefollowing Ownequipment's/ machineriesforready use.**

1. HotMixPlantof50/80TPHcapacityorhigherrange.
2. 4NosofTippers.
3. 1NosofPaver.
4. 01NoofFrontLoader.
5. 01NoofBabyRoller.
6. 02NoofVibratoryRoadRollers.
7. 01NoofStaticRoadRoller
8. 02NoofCompressor.
9. 01NoofJCB.

SECTION3–GENERALCONDITIONSOFCONTRACT

GeneralConditionsofContract

1. Definitions

InthisContract,thefollowingtermsshallbeinterpretedasindicated:

(a) "TheContract"meanstheagreemententeredintobetweentheEmployerandtheFirm/Agency/ Contractor,asrecordedintheContractFormsignedbytheparties,including all the attachments and appendices thereto and all documents incorporated byreferencetherein;

(b) "The Contract Price" means the price payable to the Firm/Agency/Contractor under theContractforthefullandproperperformanceof itscontractualobligations;

(c) "The Material"means all theequipment,Plant machinery, and/or other materialswhichtheFirm/Agency/ContractorisrequiredtosupplytotheEmployerundertheContract;

(d) "Services"means services ancillary to thesupply of the prepared Asphalt HotMix,suchas transportation and insurance,andany other incidentalservices,such asinstallation,commissioning,provisionoftechnicalassistance,training andotherobligationsoftheFirm/Agency/ContractorcoveredundertheContractandSupplyandlayingofBituminousmixesatsiteovertheperiodmentioned inthecontract

(e) “GCC”meanstheGeneralConditionsofContractcontainedinthissection.

(f) “SCC”meanstheSpecialConditionsofContract.

(g) “TheEmployer”meanstheorganizationpurchasing theMaterial,asnamedin SCC.

(h) “TheEmployer’scountry”isthecountrynamedinSCC.

(i) “The Firm/Agency/Contractor” means the individual or firm supplying the Material andServicesunderthisContract.

(k) “TheGovernment”meanstheGovernmentofKarnatakaState.

(l) “TheBBMP”meanstheBruhatBengaluruMahanagaraPalike

(k) “TheProjectSite”,whereapplicable,meanstheBBMPJurisdiction,Bengaluru,Karnatakastate.

(l) “Day”meanscalendarday.

2. Application

2.1TheseGeneralConditionsshallapplytotheextentthattheyarenotsuperse dedbyprovisionsinotherpartsoftheContract.

3. Standards

3.1TheServicecarriedoutunderthisContractshallconformtothestandards mentionedin the Technical Specifications, and, when no applicable standard is mentioned, to theauthoritativestandard appropriate and such standards shall be the latest issued by theconcernedinstitution.

4. UseofContractDocumentsandInformation;InspectionandAuditbytheGovernment

4.1TheFirm/Agency/
Contractorshallnot,withouttheEmployer'spriorwrittenconsent,discloseth eContract,oranyprovisionthereof,oranyspecification,plan,drawing,patter n, sample or information furnished by or on behalf of the Employer in connectiontherewith, to any person other than a person employed by the Firm/Agency/Contractor inperformance of the Contract. Disclosure to any such employed person shall be made inconfidenceandshallextendonlysofarasmaybenecessaryforpurposesofsu chperformance.

4.2 The Firm/Agency/Contractor shall not, without the Employer's prior written consent,make use of any document or information enumerated in GCC Clause 4.1 except forpurposesofperformingtheContract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shallremainthepropertyoftheEmployerandshallbereturned(inallcopies)to theEmployeroncompletionoftheFirm/Agency/
Contractor'sperformanceundertheContractifsorequiredbytheEmployer.

4.4TheFirm/Agency/Contractorshall permit the Government to inspect the Firm
/Agency/Contractor’saccountsandrecordsrelatingtotheperformanceoftheFirm /Agency/
ContractorandtohavethemauditedbyauditorsappointedbytheGovernmen t,ifsorequiredbytheGovernment.

5. PatentRights

The Firm /Agency/Contractor shall indemnify the Employer against all third-party claims ofinfringement of patent, trademark or industrial design rights arising from use of the Material oranypartthereofinIndia.
In the event of any claim asserted by a third party of infringement of copyright,
patent,trademarkorindustrialdesignrightsarisingfromtheuseoftheMateri

aloranypartthereofintheEmployer’s country,the Firm/Agency/Contractor shall act expeditiouslytoextinguishsuchclaim.IftheFirm/Agency/Contractorfailsto complyandtheEmployerisrequiredtopaycompensationtoathirdpartyresulting fromsuchinfringement,theFirm/Agency/Contractor

shall be responsible for the compensation including all expenses, court costs and lawyerfees. The Employer will give notice to the Firm/Agency/Contractor of such claim, if it ismade,withoutdelay.

6. PerformanceSecurity

Within15daysofreceiptofthenotificationofcontractaward,theFirm/ Agency/ ContractorshallfurnishPerformanceSecuritytotheEmployerforanamount of 5% of the Contract Value, valid up to 60 days after the date of completion ofperformanceobligationsincluding**DefectLiabilityPeriod(DLP)**obligations.Intheevent of any correction of defects or replacement of defective material during the **DefectLiabilityPeriod(DLP)**,theWarrantyforthecorrected/replacedmaterialshallbeextendedtoafurtherperiodof12monthsandthePerformanceBank Guaranteeforproportionatevalueshallbeextended60daysoverandabovetheinitialWarrantyperiod.

TheproceedsoftheperformancesecurityshallbepayabletotheEmployerascompensationforanylossresultingfromtheFirm/Agency/ Contractor'sfailuretocompleteitsobligations undertheContract.

ThePerformanceSecurityshallbedenominatedinIndianRupeesandshallbeinoneofthefollowingforms:

a. ABankguaranteeorirrevocableLetterofCredit,issuedbyaNationalized/ ScheduledbankintheformprovidedintheTenderdocumentsoranotherformacceptabletotheEmployer;or

b. Acashier'scheckorBanker’scertifiedcheck,orcrosseddemanddraftorpayorder drawninfavouroftheEmployer.;or

ThePerformanceSecuritywillbedischargedbytheEmployerandreturnedtotheFirm/Agency/Contractor not later than 60 days following the date of completion of theFirm/Agency/Contractor's performance obligations, including any Warranty obligations,undertheContract.

In the event ofany contract amendment, the Firm/Agency/Contractorshall,within15days of receipt of such amendment, furnish the amendment to the Performance Security,renderingthesamevalidfortheduration oftheContractasamended for60daysafterthecompletion of performanceobligationsincludingWarrantyobligations.

7. InspectionsandTests

The Employer or its representative shall have the right to inspect and/or to test theMaterialtoconfirmtheirconformitytotheContractspecificationsatn oextracosttotheEmployer.SCCandtheTechnicalSpecificationsshallspe cifywhatinspectionsandteststhe Employer requires and where they are to be conducted. The Employer shall notifythe Firm/Agency/Contractor in writing in a timely manner of the identity of anyrepresentativesretainedforthesepurposes.

Theinspectionsandtestsmaybeconductedonthepremisesoftheirm/Agency/Contractororitssubcontractor(s),atpointofdeliveryand/oratthematerial final destination.If conducted on thepremises ofthe Firm/Agency/Contractororitssubcontractor(s),allreasonablefacilitiesand assistance,includingaccesstodrawings and production data - shall be furnished to the inspectors at no charge to theEmployer.

Shouldanyinspectedortestedmaterialfailtoconformtothespecifications,theEmployermay reject thematerial andtheFirm/Agency/Contractorshalleitherreplacetherejectedmaterialormake alterationsnecessarytomeetspecification requirementsfreeofcosttotheEmployer.

The Employer's right to inspect, test and, where necessary, reject the material after thematerials arrival at Project Site shall in no way be limited or waived by reason of thematerialhavingpreviouslybeeninspected,testedandpassedbytheEmployeroritsrepresentativeprior tothematerialsshipment.

Nothing in GCC Clause 7 shall in any way release the Firm/Agency/Contractor from anywarrantyorotherobligationsunderthisContract.

ManualsandDrawings

Beforethematerialandequipmentaretakenoverbytheemployer,theFirm/Agency/Contractor shall supply operation and maintenance manuals together withdrawings of the material and equipment. These shall be in such detail as will enable theEmployertooperate,maintain,adjustandrepairallpartsoftheequipment asstatedinthespecifications.

The manuals and drawings shall be in the ruling language (English) and in such form andnumbersasstatedinthecontract.

Unless and otherwise agreed, the materials and equipment shall not be considered to becompleted for the purpose of taking over until such manuals and drawings have beensuppliedtotheEmployer.

8. Packing

Deleted.

9. DeliveryandDocuments

Delivery ofthe materialsshallbe madeby the Firm/Agency/Contractor inaccordancewith the terms specified by the Employer in the Notification of Award. The details ofdocumentstobefurnishedbytheFirm/Agency/ContractorarespecifiedinS

CC.

Tender

ExecutiveEngi

10. Insurance

The materials supplied under the Contract shall be fully insured in Indian Rupeesagainstlossordamageincidentaltomanufacturer defector acquisition,transportation,storageanddelivery.TheFirm/Agency/Contractorinanamountequalto110%ofthevalueofthematerialson“AllRisks”basisincludingWarrisksandStrikes.

11. Transportation

Where the Firm/Agency/Contractor is required under the Contract to transportthematerialtoa specified placeofdestinationwithinBBMP limitsite,transporttosuchplace ofdestination shallbe arranged by theFirm/Agency/Contractor,andthe relatedcostshallbeincluded intheContractPrice

12. IncidentalServices

The Firm/Agency/Contractor may be required to provide any or all of the followingservices,includingadditionalservices,ifany,specifiedinSCC:

a.Firm/Agency/
ContractorshallSupplyandlayingofAsphaltmixes,roadrepairandmaintenanceappointingsubfirmtothesatisfactionofEmployer/Engineer

PriceschargedbytheFirm/Agency/
Contractorforincidentalservices,shallbeincluded in theContract Price for the Material, equipment, raw material, labour chargesandallnecessaryarrangementstocompletetheworktothesatisfactionoftheEmployer.

13. SpareParts

As specified in theSCC,theFirm/Agency/Contractor may berequired to provideany or allof the following materials,notifications, and information pertaining to sparepartsbytheFirm/Agency/Contractor:

TheFirm/Agency/Contractorshallcarrysufficientinventoriestoassureex-stocksupply of consumable spares for the Material, Other spare parts and components shall besuppliedaspromptlyaspossiblebutinanycasewithin3monthsofplacementoforder.

All the spare parts/consumables/change the spare parts, replaced by new parts bylanding it over to the manufacturer. It has to be in line with the terms and conditions ofAMCandASCsignedwiththemanufacturer.

14. Warranty

TheFirm/Agency/ ContractorwarrantsthattheMaterialsuppliedunderthisContractarenew,unused,ofthemostrecentandthattheyincorporateallrecentimprovements in design and materials unless provided otherwise in the Contract. TheFirm/Agency/ContractorfurtherwarrantsthatallMaterialsuppliedunderthisContractshallhave no defect arising fromworkmanship(except when the designand/or materialisrequiredbytheEmployer'sSpecifications)orfromanyactoromissionofthe

Firm/Agency/
Contractor,thatmaydevelopundernormaluseofthesuppliedMaterialinthec onditionsoffinaldestination.

Thiswarrantyshallremainvalidfor12monthsorDefectliabilityperiodwhich everis higher after the Material or any portion there of as the case may be indicated in theContract. The Firm/Agency/Contractor shall, in addition, comply with the performanceand/or consumption guarantees specified under the Contract. If for reasons attributable totheFirm/Agency/Contractor,theseshallatitsdiscretioneitherguarantees arenotattainedinwholeorinpart,then

a. make such changes,modifications,and/or additions totheMaterialor any part thereof asmaybenecessary in order to attain the contractual guarantees specified in the Contract at its owncost and expense and to carry out further performance tests in accordance with SCC Clause 2;OR

b. PayliquidateddamagestotheEmployerwithrespecttothefailuretomeetthecont ractualguarantees.Therateoftheseliquidateddamagesshallbeasspecifiedinth eTechnicalSpecifications-6

The Employer shall promptly notify the Firm/Agency/Contractor in writing of anyclaimsarisingunderthis warranty.

If the Firm/Agency/Contractor, having been notified, fails to remedy the defect(s)within2days,theEmployermayproceedtotakesuchremedialactio nasmaybenecessary,attheFirm/Agency/Contractor'srisk and expenseandwithout prejudicetoanyotherrightswhichtheEmployermayhaveagainsttheFirm/A gency/ContractorundertheContract.

15. Payment

The method and conditions of payment to be made to the Firm/Agency/Contractorunderthis ContractshallbespecifiedintheSCC.

TheFirm/Agency/
Contractor'srequest(s)forpaymentshallbemadetotheEmployer in writing, accompanied by an invoice describing, as appropriate, the Servicesperformed,andbydocuments,submittedpursuanttoGCCClause9, anduponfulfilmentofotherobligations stipulatedinthecontract.

PaymentsshallbemadepromptlybytheEmployerbutinnocaselaterthansixty (60)daysaftersubmissionoftheinvoiceorclaimbytheFirm/Agency/Contractor.

PaymentshallbemadeinIndianRupees.

The payment for the supply and laying of bituminous mixes will be made based on the measurements recorded in Fix My Street Application.

16. Prices

PricespayabletotheFirm/Agency/ Contractorasstatedinthecontractshallbefirmduringtheperformanceofthe contract.

17. ChangeOrders

TheEmployermayatanytime,bywrittenordergiventotheFirm/Agency/ Contractor pursuant to GCC Clause 31, make changes within the generalscopeoftheContractinanyoneormoreofthefollowing:

a. drawings,designs,orspecifications,whereMaterialtobefurnishedundertheCo ntractaretobespecificallymanufacturedfortheEmployer;

b. TheServicestobeprovidedbytheFirm/Agency/Contractor.

Ifanysuchchangecausesanincreaseordecreaseinthecostof,orthetimerequ iredfor,theFirm/Agency/ Contractor'sperformanceofanyprovisionsundertheContract,theContract shallaccordinglybeamended.AnyclaimsbytheFirm/Agency/ Contractorforadjustmentunderthisclausemustbeassertedwithinthirty (30) days from the date of theFirm/Agency/Contractor's receipt of the Employer's changeorder.

18. ContractAmendments

SubjecttoGCCClause17,novariationinor modificationofthetermsoftheContractshallbemadeexceptbywritten amendmentsignedbytheparties.

19. Assignment

The Firm/Agency/Contractor shall not assign, in whole or in part, its obligations toperformundertheContract,exceptwith theEmployer'spriorwrittenconsent.

20. Subcontracts

NoSubContractAllowed.

21. DelaysintheFirm/Agency/Contractor'sPerformance

PerformanceoftheServicesshallbemadebytheFirm/Agency/ Contractorinaccordance withthetimeschedulespecifiedbytheEmployerintheScheduleofRequireme nts.
IfatanytimeduringperformanceoftheContract,theFirm/Agency/

Contractorshouldencounter conditionsimpeding timely delivery ofthe performanceofServices,theFirm/Agency/Contractor shallpromptly notify theEmployerin writing ofthefactofthe delay, its likely duration and its cause(s). As soon as practicable after receipt of theFirm/Agency/Contractor’snotice,theEmployer shallevaluatethesituationand may, atitsdiscretion,extendtheFirm/Agency/Contractor’stimeforperformance withorwithoutliquidateddamages,inwhichcasetheextensionshallberatifie dbythepartiesby

amendmentoftheContract.

ExceptasprovidedunderGCCClause24,adelaybytheFirm/Agency/Contractorinthe performance of its delivery obligations shall render the Firm/Agency/Contractorliableto the imposition of liquidated damages pursuant to GCC Clause 22, unless anextension of time is agreed upon pursuant to GCC Clause 21.2 without the application ofliquidateddamages.

22. LiquidatedDamages

SubjecttoGCCClause24,iftheFirm/Agency/ContractorfailstodeliveranyorallottheMaterialortoperformtheService swithintheperiod(s)specifiedintheContract,the Employer shall, without prejudice to its other remedies under the Contract, deductfrom the Contract Price, as liquidated damages, a sum equivalentto 0.5% of thedelivered price of the delayed unperformed Services for each week or part thereof of delayuntil actual performance, up to a maximum deduction of 10% of the Contract Price. Once themaximum is reached, the Employer may consider termination of the Contract pursuant to GCCClause23.

23. TerminationforDefault

TheEmployermay,withoutprejudiceto any other remedyfor breachof contract,bywrittennoticeofdefaultsenttotheFirm/Agency/Contractor,terminatetheContractinwholeorpart:

a. if the Firm/Agency/Contractor fails to deliver any or all of the Material within the period(s)specified in the Contract, or within any extension thereof granted by theEmployer pursuant toGCCClause 21;or

b. IftheFirm/Agency/Contractorfailstoperformanyotherobligation(s)undertheContract.
c. If the Firm/Agency/Contractor, in the judgement of the Employer has engaged in corrupt orfraudulentpracticesincompetingfororinexecutingtheContract.

ForthepurposeofthisClause:

"Corruptpractice"meanstheoffering,giving,receiving orsoliciting ofanything ofvalue to influence the action of a public official in the procurement process or in contractexecution.

"fraudulentpractice"meansamisrepresentationoffactsinordertoinfluence aprocurement process or the execution of a contract to the detriment of the Borrower, andincludescollusivepracticeamongTenderers(priortooraftertendersubmission)designed to establish Tender prices at artificial non-competitive levels and to deprive theBorrowerofthebenefits offreeandopen

competition.

In the event the Employer terminates the Contract in whole or in part, pursuant toGCC Clause 23.1, the Employer may procure, upon such terms and in such manner as itdeemsappropriate,MaterialorServicessimilartothoseundelivered,andtheFirm/Agency/ ContractorshallbeliabletotheEmployerforanyexcesscostsforsuch

similarMaterialorServices.However,theFirm/Agency/ Contractorshallcontinuetheperformanceofthecontracttotheextentnot terminated.

24. ForceMajeure

NotwithstandingtheprovisionsofGCCClauses21,22,23,theFirm/Agency/ Contractor shall not be liable for forfeiture of its performance security,liquidateddamagesorterminationfordefault,ifandtotheextentthat,itsdelayinperformanceorotherfailuretoperformitsobligationsundertheContractistheresultofaneventofForceMajeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control oftheFirm/Agency/ContractorandnotinvolvingtheFirm/Agency/Contractor'sfaultornegligence and not foreseeable.Such events may include,but arenot limited to,acts ofthe Employer either in its sovereign or contractual capacity, wars or revolutions, fires,floods,epidemics,quarantinerestrictionsandfreightembargoes.

IfaForceMajeuresituationarises,theFirm/Agency/ Contractorshallpromptlynotifythe Employer in writing of such conditions and the cause thereof. Unless otherwisedirectedbytheEmployerinwriting,theFirm/Agency/Contractorshallcontinuetoperformitsobligations under theContract as far asis reasonably practical, and shall seekallreasonablealternative means for performance not prevented by the ForceMajeureevent.

25. TerminationforInsolvency

TheEmployermayatanytimeterminatetheContractbygivingwrittennoticetotheFirm/Agency/Contractor,iftheFirm/Agency/ Contractorbecomesbankruptorotherwiseinsolvent.Inthisevent,terminationwillbewithoutcompensationtotheFirm/Agency/Contractor, provided that such termination will not prejudice or affect anyrightofactionor remedywhichhasaccruedorwillaccruethereaftertotheEmployer.

26. TerminationforConvenience

TheEmployer,bywrittennoticesenttotheFirm/Agency/ Contractor,mayterminate the Contract, in whole or in part, at any time for its convenience. The notice oftermination shall specify that termination is for the Employer's convenience, the extent towhich performance of the Firm/Agency/Contractor under the Contract is terminated,andthedateuponwhichsuchterminationbecomeseffective.

Tocancel the remainder andpay totheFirm/Agency/Contractor an agreed amountforpartiallycompletedMaterialandformaterialspreviouslyprocuredbytheFirm/Agency/Contractor.

27. SettlementofDisputes

The Employer and the Firm/Agency/Contractor shall make every effort to resolveamicablybydirectinformalnegotiationanydisagreementordisputearisingbetweenthemunderorin connectionwiththeContract.

If,afterthirty(30)days,thepartieshavefailedtoresolvetheirdisputeordifferenceby such mutual consultation, then either the Employer or the Firm/Agency/Contractormaygive notice to the otherparty of its intention to commence arbitration, as hereinafterprovided, as to the matter in dispute, and no arbitration in respect of this matter may becommencedunlesssuch notice isgiven.

a. Anydisputeordifferenceinrespectofwhichanoticeofintentiontocommencearbitrationhasbeengiveninaccordancewiththisclauseshallbefinallysettledbyarbitration.Arbitrationmaybecommencedpriortoorafterdeliveryofthematerialunderthecontract.

b. Arbitrationproceedingsshallbeconductedinaccordancewiththerulesofprocedurespecifiedinthescc.

Notwithstandinganyreferencetoarbitrationherein,

a. thepartiesshallcontinuetoperformtheirrespectiveobligationsunderthecontractunlesstheyotherwiseagree; and

b. The Employer shall pay the Firm/Agency/Contractor any monies due theFirm/Agency/Contractor.

28. LimitationofLiability

Except in cases of criminal negligence or willful misconduct, and in the case ofinfringementpursuanttoClause5,

a. theFirm/Agency/Contractor shallnot beliableto the Employer, whether in contract,
tort,orotherwise,foranyindirectorconsequentiallossordamage,lossofuse,lossofproduction,orlossofprofitsorinterestcosts,providedthatthisexclusion shallnotapplytoanyobligationoftheFirm/Agency/
Contractortopayliquidateddamagestotheemployer;and

b. The aggregate liability of the Firm/Agency/Contractor to the Employer, whether undertheContract, in tort or otherwise, shall not exceed the total Contract Price, provided that thislimitationshallnotapplytothecostofrepairingorreplacingdefectiveequipment.

29. GoverningLanguage

ThecontractshallbewritteninEnglishlanguage.SubjecttoGCCClause30,Englishlanguageversionofthecontractshallgovernitsinterpretation.Allcorrespondence andotherdocuments pertaining to the Contract which are

exchangedbythepartiesshallbewritteninthesamelanguage.

30. ApplicableLaw

TheContractshallbeinterpreted inaccordancewiththelawsof theUnion ofIndia.

31. Notices

Any notice given by one party to the other pursuant to this Contract shall be sent tootherparty in writing or by cable, telex or facsimile and confirmed in writing to the otherParty’saddressspecifiedin SCC.

Anoticeshallbeeffectivewhendeliveredoronthenotice'seffectivedate,whic heverislater.

32. TaxesandDuties

Firm/Agency/Contractorsshallbeentirelyresponsibleforalltaxes,excludingGST.

Necessarydeductionsinthestatutorybillsshallbeincluded.

The rates quoted by theContractor shallbe deemed tobe inclusiveof thesales andother taxes that the Contractor will have to pay for the performance of this ContractexcludingGST.TheEmployerwillperformsuchdutiesinregardtot hedeductionofsuchtaxes atsourceasperapplicablelaw.

SECTION4:SPECIALCONDITIONSOFCONTRACT

SpecialConditionsofContract

The following Special Conditions of Contract shall supplement the General Conditions ofContract. Whenever there is a conflict, the provisions herein shall prevail over those in theGeneralConditionsofContract.ThecorrespondingclausenumberoftheGeneralConditionsisindicatedin parentheses.

1. Definitions(GCCClause1)

(a) TheEmployerisBruhatBengaluruMahanagaraPalike

BBMP)(b)TheFirm/Agency/

Contractors.....

2. Employer'sDecision

Exceptwhereotherwisespecificallystated,theemployerwilldecidecontractual mattersbetweentheEmployerandtheContractor

3. Delegation

TheEmployermaydelegateanyofhisdutiesandresponsibilitiestootherpeoplea fternotifyingtheContractorandmaycancelanydelegationafternotifyingtheCo ntractor.

4. UseofContractdocumentsandInformation;Inspectionandauditbyth eGovernment(GCCClause4)

ThelawgoverningthecontractistheLawsofIndiasupplantedbytheKarnatakaLocalActs

5. Communication

Communications between parties which are referred to in the conditions are effective onlywhen in writing. A notice shall be effective only when it is delivered (in terms of IndianContractAct)

6. Subcontracting

Nosubcontractallowable

7. Personnel

TheContractorshallemploytheKeyPersonnelasmentionedinthebiddocumen tduringthe execution ofthe work. The technical staff so employed shall beavailable at siteas maybestipulatedbytheEmployer.
IftheEmployerasksthe Contractortoremoveapersonwhoisamemberoftheco ntractor's staffor his work force stating the reasons, the contractor shall ensure that theperson leaves the site within 7 days and has no further connection with the work in thecontract.

8. Safety

TheContractorshallberesponsibleforthesafetyofallactivitiesonthesite

9. DeliveryandDocuments(GCCClause9)

UpondeliveryoftheMaterialandservices,theFirm/Agency/ ContractorshallnotifytheEmployer

ThedocumentsshallbereceivedbytheEmployerbeforearrivaloftheMaterial and,ifnotreceived,theFirm/Agency/ Contractorwillberesponsibleforanyconsequentexpenses.

10. Employer'sandContractor'srisks

The Employer Carries the risks which this Contract states are Employer's risk and thecontractorcarriestheriskswhichthisContractstatesareContractor'srisks.

11. Employer'srisks

TheEmployerisresponsiblefortheexpectedriskswhichare:

a) Rebellion,riotcommotionordisorderunlesssolelyrestrictedtoemployeesoftheContractorarisingfromtheconductoftheworks;or
b) AcauseduesolelytothedesignoftheworksotherthantheContractor'sdesign;or
c) Anyoperationoftheforcesofnature(insofarasitoccursonthesite)whichanexperiencedContractor:
i) Couldnothavereasonablyforeseen;or
ii) Couldreasonablyhaveforeseenbutagainstwhichhecouldnotreasonablyhavetakenatleastoneofthefollowingmeasures;
A) Preventlossordamagetophysicalpropertyfromoccurringbytakingappropriatemeasuresor
B) Insureagainstsuchlossordamage

12. Contractor'srisks

All risks of loss of or damage to physical property and of personal injury and death whicharisduringandinconsequenceoftheperformanceofthecontractotherthantheexpectedrisksaretheresponsibilityoftheContractor

13. Insurance(GCCClause10)

TheContractorshallpriortocommencingtheworks,effectandthereaftermaintaininsurances ,in the joint namesoftheEmployer andthe Contractor, (cover from the firstworkingdayaftertheStartDatetotheendofDefectsLiabilityPeriod),intheamountsstatedintheContractData:

a. forlossofordamageto theWorks,PlantsandMaterialsandtheequipment;
b. for liability of both Parties for loss, damage, death and injury to third parties or their propertyarisingoutoftheContractor'sperformanceoftheContractincludingtheContractor'sliabilityfordamagetotheEmployer'spropertyotherthantheWorks and
c. for liability of both Parties and of any Employer's representative for death and injury to theContractor's personnel except to the extent that liability arises from the negligence of theEmployer,anyEmployer'srepresentativeor theirEmployees.

Policiesand certificates for insurance shallbe delivered by theContractor to the Employerfor his approvalbefore theStart Date.All such insurance shall provideforcompensation tobepayabletorectify thelossordamageincurred.Allpaymentsreceivedfrominsurersrelating toloss ordamageshall beheld jointlyby theParties and used for the repair ofthelossordamageorascompensationforlossordamagethatisnottoberepaired.

IftheContractor fails to effector keep in forceany oftheinsurances referred to in theprevioussub-clausesorfailstoprovidesatisfactoryevidence,policiesorreceipts,theEmployer may without prejudice to any other right or remedy, effect insurance for the coverrelevantto such default and pay the premiums due andrecover thesameas adeduction fromany other monies due to the Contractor. If no payments is due, the payment of the premiumsshallbeadebtdue.

Alterationstothetermsofaninsuranceshallnotbemadewithouttheapprovaloftheemployer.

BothPartiesshallcomplywithanyconditionsoftheinsurancepolicies.

14. Securities

TheSecuritydeposit(includingadditionalsecurityforunbalancedtenders)shallbeprovided to the Employer no later than the date specified in the Letter of Acceptance andshallbeissuedinanamountandformandtypeofinstrumentacceptabletotheEmployer.TheSecuritydepositshallbevaliduntiladate30daysfromthedateofexpiryof DefectsLiability Period and the additional security forunbalanced tenders shallbevaliduntiladate30daysfromthedateofissueofthecertificateofcompletion.

15. Submissionofbillsforpayment

The Contractor shall submit to the Employer monthly bills of the value of the workcompletedlessthecumulativeamountpaidpreviously.

The Employer shall check the Contractor's bill and determine the value ofthe workexecutedwhichshallcompriseof(i)valueofthequantitiesoftheitemscompletedand
(ii)valuationofVariationsandCompensationEvents.

TheEmployer may exclude any item paid in apreviousbill or reduce the proportion ofanyitempreviouslypaidin thelightoflaterinformation.

16. ScheduleofPayments

Payments shall be adjusted for deductions for advance payments, other recoveries as perterms of the contract and taxes, at source, as applicable under the law. The Employer shallpaytheContractorwithin 60daysofsubmission ofbill.

Items of the Works or supplies for which no rate or price has been

entered in will not bepaidbytheEmployerandshallbedeemedcoveredinthecontractprice.

(i) TheBG shall be released totheFirm/Agency/Contractor within 30 days after the dateoftheacceptancecertificateissuedbytheEmployer’srepresentativefor therespectivedelivery
(ii) Paymentshallbemadeasperthepaymentschedule.

17. CostofRepairs

Loss or damageto the plant,equipment or Materials to be incorporated in the Supplyand Works between the Start Date andthe end oftheDefects liability periodsandshallberemediedbytheContractorattheContractor'scostifthelossordamagearisesfromtheContractor'sactsoromissions.

18. SettlementofDisputes(GCCClause27)

Thedisputesettlement mechanism to be applied pursuantto GCC Clause27.2.2shall beasfollows:

(a) IncaseofDisputeordifferencearisingbetweentheEmployerandagency/ Firm/Agency/Contractor relating toanymatter arising outofor connectedwiththisagreement,suchdisputesordifferenceshallbesettledinaccordancewiththeArbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall beappointed by agreement between the parties; failing such agreement, by the appointingauthoritynamelytheIndianCouncilofArbitration/PresidentoftheInstitutionofEmployer/Engineers (India)/The International Centre for Alternative Dispute Resolution(India).AcertifiedcopyoftheappointmentOrdershallbesupplied toeachoftheParties.

(b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of thearbitrationproceedingsandthatofalldocumentsandcommunicationsbetweenthepartiesshallbeEnglish.

(c) The decision of the arbitrators shall be final and binding upon both parties. The cost andexpensesofArbitrationproceedingswillbepaidasdeterminedbytheArbitrator.However,theexpensesincurredbyeachpartyinconnectionwiththepreparation,presentationetc.ofitsproceedingsshallbebornebyeachpartyitself.

19. Notices(GCCClause31)

Forthepurposeofallnotices,thefollowingshallbetheaddressoftheEmployerandFirm/ Agency/Contractor.

Employer:

TheChief Commissioner,
BruhatBengaluruMahanagara
Palike(BBMP)Bengaluru
AndoritsRepresentativesascasemaybe

Firm/Firm/Agency/Contractor:(Tobefilledinatthetimeof Contractsignature)

.....
.....
.....
.....

20. PriceAdjustment:

ContractRatesshallbeadjustedforincreaseordecreaseinratesandpric esoflabour,materials,fuelsandlubricantsinaccordancewiththefollowingprinci plesandprocedures andasper formulaegivenintheContractData.

(a) ThepriceAdjustmentshallapplyforthework doneafteroneyearfromthedateofcommencement ofsupply and laying ofbituminous mixesonly up to the end oforiginal periodof completion or extensions granted by theEmployer and shall not apply to work carried outbeyondthestipulatedperiod of completionforreasonsattributabletotheContractor;

(b) Nopriceadjustmentfor oneyear(12month) fromthedateofcommencementofthesupplyandlayingofbituminousmixes.Agreed item ratesareprovidedforfirstoneyear.

(c) Price Adjustment shall beadmissible fromthe second year date of commencement oftenders(originalorextended)

(d) The price adjustment shall be determined during each quarter from the formulae given inContractData.

(e) Followingexpressionsandmeaningsareassignedtotheworkdoneduringthequarter:

R =Total value of work done during the quarter. It will exclude value for works executed undervariations for which price adjustment (if any) will be worked out separately based on the termsmutuallyagreed.

i) Bitumen

Adjustment forBitumenComponentPrice adjustment for increaseordecreaseinthe costofbitumenshallbepaidinaccordance withthefollowingformula:

Vb=Pb/100xR1x(Bi–Bo)/Bo

Vb = Increaseor decrease inthe cost ofwork during themonth under considerationduetochangesintherateofbitumen.

Pb=Percentageofbitumencomponentofthework.

Bo= TheTheaverage official retailpriceofbitumen at thenearest refinery fortheplace asdefinedinAppendixtoBid,inthepreviousmonthpriortothedateofsubmissionofBi ds..

Bi = The average official retail price of bitumen at nearest refinery for the place as defined inAppendix to Bid, in the previous month prior to the last day of the period to which a particularInterimPaymentCertificate isrelated.

R1=Thetotalvalueofthework

ii) Labour

Adjustment for Labour component Price adjustment for increase or decrease in the cost due tolabourshallbepaidinaccordancewiththefollowingformula:

VL=0.85xPl/100xR1x(Li–Lo)/Lo

VL = increase or decrease in thecost ofwork duringthe month underconsideration duetochangesin ratesforlocallabour.

Lo = the average consumer price index for industrial workers for the place as defined in theAppendixtoBid,inthepreviousmonthpriortotheclosingdateofsubmissionofbid saspublishedbyLabourBureau,MinistryofLabour,GovernmentofIndia.

Li=Theaverageconsumerpriceindexforindustrialworkersfortheplaceasdefinedinthe

Appendix to Bid, in the previous month prior to the last day of the period to which a particularinterimPaymentCertificateisrelatedaspublishedbyLabourBureau,Ministryof Labour,GovernmentofIndia.

P1=Percentageoflabourcomponentofthework..

R1=Thetotalvalueofthework

iii) Fuel

Adjustment for Fuel and Lubricants(POL)Price adjustment for increase or decreaseinthecostofPOL(fuelandlubricant)shallbepaidinaccordancewith thefollowingformula:

Vf=Pf/100xRx(Fi-Fo)/Fo

Vf=Increaseordecreaseinthe costofwork during themonthunderconsiderationduetochangesin rates forfuelandlubricants.

Fo = The average official retail price of High Speed Diesel (HSD) oil at the existing consumerpumps of IOC for the place defined in the Appendix to Bid in the previous month prior to date ofsubmissionofbids.

Fi= The average official retail price ofHSD atthe existing consumer pumps of IOC for theplace defined in the Appendix to Bid in the previous month prior to the last date of the period towhichaparticularInterimPaymentCertificateisrelated.

Pf=Percentageoffuelandlubricantscomponentofthework.

Note:-
Fortheapplicationofthisclause,thepriceofHighSpeedDieseloilattheIOCpumpshasbeenchosentorepresentfuelandlubricantscomponent.

iv)PlantandMachinerysparescomponent

Price adjustmentfor increase or decrease in the cost ofplantand machinery spares procured bythecontractorshallbepaidinaccordancewiththefollowingformula:

Vp=Pp/100xRx(Pi-Po)/Po

Vp = Increaseor decreasein thecost ofworkduring themonthunder consideration duetochangesin ratesplantandmachineryspares.

Po = The all India average wholesale price index for heavy machinery and parts for the quarterprecedingthedateofopeningofbids,aspublishedbytheofficeofEconomicAdvisor,MinistryofCommerceandIndustry,GovernmentofIndia,NewDelhi.

Pi =The all India average wholesale price index for heavymachinery and partsfor thequarterunder consideration as published by the office of Economic Advisor, Ministry of Commerce andIndustry,GovernmentofIndia,NewDelhi.

Pp=PercentageofplantandMachinerySparescomponentofthework.

v) Othermaterials

Adjustment for civil component (except cement, structural steel, bitumen, fuel and

lubricants,reinforcementbars)/electricalcomponentofconstruction‘Materials’

Vm=Pm/100xRx(Mi-Mo)/Mo

Vm=Variationinmaterialcosti.e.increaseordecreaseintheamountinrupeestobepaidorrecovered.

W=Costof Workdoneworkedout

Pm=PercentageforothermaterialComponent(exceptcement,structuralsteel,bitumen,fuelandlubricants,reinforcementbarsofthetotalvalueofwork.

Mi=AllIndiaWholesalePriceIndexforcivilcomponent/

electricalcomponent*ofconstructionmaterialasworkedoutonthebasisofAllIndia

WholesalePriceIndexforIndividualCommodities/

theindexprevailingatthetimeofstipulateddateofcompletion.

Mo = All India Wholesale Price Index for civil component/electrical component*of constructionmaterialasworkedoutvalidonthelaststipulateddateofreceiptoftenderincludingextension,ifany,aspublishedbytheEconomicAdvisortoGovt.ofIndia,MinistryofIndustry&Commerce.

PriceAdjustmentoftheContractPrice

Component	**PriceAdjustment (%)**
Labour(Pl)	20%
Bitumen(Pb)	10%
Fuel andLubricants(Pf)	10%
Plantmachinery,Spares(Pp)	5%
OtherMaterials(Pm)	40%
Total	**85%**

To theextent that full compensation for any rise or fall in coststo thecontractor isnotcovered by theprovisions ofthis or other Clauses in theContract,theunit rates includedinthecontractshallbedeemedtoincludeamountstocoverthecontingencyofsuchotherriseorfallincosts

The affected Price Centre total, the Schedule of Payments, and the Contractor's PriceshallbeadjustedbytheEmployer/EngineerwiththeapprovaloftheEmployerandconsentof Contractor incorporate any change to the Contract Price. The Contractor shall update theScheduleofPaymentsandsubmittotheEmployer/EngineerforaNotice

21. ProgressofSupply:

Firm/Agency/ Contractorshallregularlyintimateprogressofsupply,inwriting,totheEmployerasunder:

- SupplyandlayingofBituminousMacadamafterexecutionofthework;
- SupplyandlayingofDenseBituminousConcreteafterexecutionofthework
- SupplyandlayingofBituminousConcreteafterexecutionofthework;
- OperationandMaintenanceofAsphaltHotMixplant,tippervehicleandotherequipment

22. Righttousedefectiveequipment:

Deleted

23. Firm/Agency/ContractorIntegrity:

TheFirm/Agency/ Contractorisresponsibleforandobligedtoconductallcontractedactivitiesinaccordancewiththe Contractusingstate-of-the-artmethodsandeconomicprinciples and exercising all means availableto achieve theperformance specified intheContract.

24. Firm/Agency/Contractor'sObligations:

- TheFirm/Agency/Contractor isobligedto work closelywiththeEmployer's staff,actwithinitsownauthorityandaTenderbydirectivesissuedbytheEmployerandimplementationactivities.
- TheFirm/Agency/Contractorshall employ safetymeasuresprevalentinIndiaandwillfreetheEmployerfromalldemands orresponsibilitiesarisingfromanyincidents,accidents or loss oflifethe causeofwhich is the Firm/Agency/Contractor's negligence.TheFirm/Agency/Contractorwillpayallindemnitiesarisingfrom suchincidentsandwillnotholdtheEmployerresponsibleorobligated.
- The Firm/Agency/Contractor is responsible for managing the activities of its personnel orsub-contractedpersonnelandwillholditselfresponsibleforanymisdemeanors.
- The Firm/Agency/Contractor will treat as confidential all data and information about theEmployer,obtained in theexecution ofhisresponsibilities,in strictconfidenceand willnot reveal such information to any other party without the prior written approval of theEmployer.

SECTION5:EMPLOYER'SREQUIREMENTS

Introduction:

Bengaluru city is one of the fastest growing megacities of India and the growth in vehicle andhuman numbers has been phenomenal in the last decade. A recent count suggested 80 Lakhvehicleswithanannualgrowthrateof14%.Thefreeflowofallthesevehiclesi nabusycitylike Bengaluru has been both aresponsibility and challengeoftheBBMP.To keep up withthisresponsibility,varioususerfriendly measuressuchasdevelopment andresurfacing ofarterial, sub-arterial and other major roads, Road Widening, Grade separators (Underpass andFlyovers), development of selected roads on Tender SURE guidelines, Signal Free corridorshavebeen implemented.Road Infrastructuredepartmentcomprisesof 80Engineersand isheadedbyChiefEngineer-Roadinfrastructure.Toaidingoodmaintenanceandplanning,modernEmployer/ Engineering toolssuchas GIShavebeenused todigitizeroadinventoryandroadhistoryofallArterialandSub-arterialroadsandotherroads.

BruhatBengaluruMahanagaraPalikeextendstoabout800Sq.kmcityareawithar oadnetwork of about 13000 KM.Out ofthis road network, about 1350 KM roads have beenidentified as Arterial, Sub-arterial roads and other Major roads. These are very vital from thestandpointof trafficflowinthecity.

Objectives:

Bruhat Bengaluru Mahanagara Palike **(**BBMP) has decided to hire a Contractor/firm/agencywho can Supplying and Laying of various bituminous mixes for repair ofpotholes and Road cut Portions from established HotMix Plant of minimum 50/80 TPH capacity (In Fully workingcondition)includingmanufacturing,supplyingandlayingincludi ngthecostofallmaterials,machineries,labours,consumables etc complete for a period of 2 years in Yelahanka Divisionwhich is required to fill up the potholes, patch work and any such road repair works as andwhenrequired.

ScopeofWork:

Supplying and Laying of various bituminous mixes for repair ofpotholes and Road cut Portions from established HotMix Plant of minimum 50/80 TPH capacity (In Fully workingcondition)includingmanufacturing,supplyingandlayingincludi ngthecostofallmaterials,machineries,labours,consumables etc complete for a period of 2 years in Yelahanka Division**,** which isrequired to fill up the potholes, patch work and any such road repair worksas and whenrequiredwhichincludes:

1) **Operation,maintenanceof**AsphaltHotMixPlantandotherequipmentestablishedbyTenderer.
2) SupplyofTippers/Rollers/Paver/ Cuttingmachine,otherrequiredVehicles,etc.,fortransportationofmixesfromHotMixplanttoworkSiteasperthe requirementsofBBMPtobesuppliedby thetenderer.
3) **Bituminous Macadam Grading - II for traffic >20 MSA, C.** Providing and laying BituminousMacadam with 40/60 TPH capacity hot mix plant using crushed aggregates of specified gradingpremixed with bituminous binder VG-30 @ 3.4% by weight of mix, transported to site, laid over apreviouslypreparedsurfacewith mechanicalpaverfinishertotherequiredgrade, levelandalignment

and rolledasperclauses 501.6 and501.7toachieve the desired compaction,including all lead, lift andcostofmaterialsandlabouretc.,complete

4) **Dense Graded Bituminous Macadam Grading - II for traffic >20 MSA, C.** Providing and layingDense Graded Bituminous Macadam with 40/60 TPH capacity HMP using crushed aggregates ofspecified grading, premixed with bituminous binder VG-40, @ 4.5 per cent by weight of total mix andfiller,transportingthehotmixtoworksite,layingwithmechanicalpaverfinishertot herequiredgrade,level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desiredcompactionasperMoRTHspecificationclauseNo.505completeinallrespects ,includingalllead,liftandcostofmaterialsandlabouretc.,complete
5) **Bituminous Concrete Grading II for traffic, C.** Providing and laying Bituminous Concrete with40/60 TPH capacity hot mix plant using crushed aggregates of specified grading, premixed withbituminous binder VG-30, @ 5.4 per cent of mix and filler, transporting the hot mix to work site,laying with mechanical paver finisher to the required grade, level and alignment, rolling with smoothwheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specificationclause No. 507 complete in all respects, , including all lead, lift and cost of materials and labour etc.,complete
6) **Wet Mix Macadam (Plant mix method),** Providing, laying, spreading and compacting graded stoneaggregate to wet mix macadam specification including premixing the Material with water at OMC inmechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers withpaver/graderinsub-base/basecourseonwellpreparedsurfaceandcompactingw ithvibratoryrollertoachievethedesireddensity,includingalllead,liftandcostofmaterial sandlabouretc.,complete
7) Milling the bituminous pavement surface upto a depth of 55mm using milling machine, to make a uniformsurfacewithoutdisturbingthebase,cleaningthemilledsurface,includingcostofa lllabourchargesandhirechargesofmachineriesetccomplete.,includingstackingthemill edmaterialonthesidesofroad
8) Cutting the asphalt surfaces for pothole filling using Mechanical Cutting machine, cleaning the surface,including cost of all labour charges and hire charges of machineries etc complete., and clearing the cuttedmaterialfromtheroad,includingalllead,liftandcostofmaterialsandlabouretc.,co mplete
9) PrimeCoatoverWMM/ WBM,ProvidingandapplyingprimercoatwithSS1gradeBitumenEmulsionon prepared surfaceofgranular baseincludingcleaningofroadsurfaceand sprayingprimerattherateof0.90kgperm2usingmechanicalmeans,,includingalllead ,liftandcostofmaterialsandlabouretc.,complete
10) Providing and applying tack coat using 80/10 grade bitumen (VG10) in boiler fitted with spray setdistributor at the rate of 0.25 kg per sqm on the existing prepared bituminous surface (primed surface)cleanedwithmechanicalbroom,completeasperspecifications.Clause503of MORTHVrevision

Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division. (Documents aretobefurnishedforthebelowmachinerieswith**NOTARYCONFIRMATION**).

Sl. No.	**BriefDescription**	**Unit**	**Quantity**
1.	Hotmixplant50/80TPHorhigherrangewith backupgenerator,shed,laboratory shed andequipment	No.	01
2.	MechanicalPaver	No.	01
3.	SensorPaver	No.	01
4.	VibratoryRoller8/10TonneCapacity	No.	02
5.	Tandem/ StaticRoadRoller8/10TonneCapacity	No.	02
6.	Tippers(8wheelers/10wheelers)	No.	04
7.	Aircompressor	No.	02
8.	Truckmountedbituminousprayer(Emulsion Sprayer)	No.	01
9.	Truckmountedbituminousprayer(HotBitumen Sprayer80/100Grade(VG-10)capacity)	No.	01
10.	CuttingMachine	No.	05
11.	Frontendloader	No.	01
12.	BabyRoller	No.	01
13.	JCB	No.	01

SECTION6–TechnicalSpecifications

SupplyandlayingofMixes

BituminousMacadam(BM)

BituminousMacadam(BM)consistsofcrushedaggregatesandbituminousbinderheatedandmixedinanAsphaltHotMixplantatspecifiedtemperatureandtransportedtotheconstructionsite,laidwithamechanicalpaverandcompactedbyrollers.

Materials

Thespecificationsofmaterialsusedintheconstructionof BMsuchasbitumenbinderandaggregatesaregivenunder.

BitumenBinder

PavingBitumenofviscositygradeVG-30isrecommendedforuse.

Aggregates

TheCoarseaggregatesusedforBMlayershallconsistofhardcrushedrockretainedon2.36mmsieve.Thefineaggregatesshallconsistofeithercrushedrockoracombinationofnatural sandandcrushedrockpassing2.36mmandretainedon0.075mmsieve

Theaggregates tobeusedfortheBMlayershallfulfilthespecifiedgradation.

Compositionof BituminousMacadam

Grading-2asperMoRTH5th revisionTable500-7

Grading -2	
NominalAggregatesize	**19mm**
Layerthickness	**50to75mm**
ISSieve(mm)	**cumulative %byweightoftotalaggregatepassing**
45	-
37.5	-
26.5	100
19	90-100
13.2	56-88
4.75	16-36
2.36	4-19
0.30	2-10
0.075	0-8
bitumencontent%by massoftotal mix–VG-30	3.4

BMMixingandlayingatSite

- The BM mix fulfilling the job mix formula as per MoRTH clause 505.3.3 is prepared atspecifiedmixingtemperatureinasphaltHotMixplant;themixistransportedtotheconstruction siteininsulatedcoveredvehicles
- Thesurfaceon which BituminousMacadamis to belaid shall bepreparedinaccordancewith MoRTHclauses501.8and902.3asappropriateorasdirectedbytheEngineer
- Thesurfaceshallbethoroughlysweptclean bymechanicalbroomanddustremovedbycompressedairorotherapprovedmethodsshallbeusedasdirectedbytheEngineer

- TackCoatisappliedusinghotbitumenonprimedsurfaceasperMORTHclause503
- Themixisspreadusingpaverfinisher,Spreadingwillbeinaccordancetoclause 501.5.3and501.5.4
- Mixing,laying,androllingtemperature usingviscosity bitumen–VG30 willbeinaccordance toMORTHClause500-2
- RollingisstartedassoonaslayingisdonethiswillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- SurfacefinishandQualityControlofWorkwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- Duringtheperiodofconstruction,arrangementsfortrafficshallbemadeinaccor dancewiththeprovisionsoftheMORTHClause 112.

DenseBituminousMacadam(DBM)

The work shall consist of construction in a single or multiple layers of DBM on a previouslypreparedbaseorsub-base.Thethicknessofasinglelayershallbe50mmto100mm.

CompositionofDenseBituminousMacadam Grading-2AsperMoRTH5th revisionTable500-10

Grading -2	
NominalAggregate size	**26.5mm**
Layerthickness	**50-75**
ISSieve(mm)	**cumulative %byweightoftotalaggregatepassing**
45	-
37.5	100
26.5	90-100
19	71-95
13.2	56-80
9.5	-
4.75	38-54
2.36	28-42
1.18	-
0.6	-
0.3	7-21
0.15	-
0.075	2-8
bitumencontent%by massoftotalmix(VG30)	Min4.5

- Thenominalmaximumparticlesizeisthelargestspecifiedsievesizeuponwhichanyofthe aggregateisretained.

DBMMixingandlayingatSite

- The DBM mix fulfilling the job mix formula as per MoRTH clause 505.3.3 is

prepared
atspecifiedmixingtemperatureinasphaltHotMixplant;themixistransportedtot
heconstruction siteininsulatedcoveredvehicles

- ThesurfaceonwhichDenseBituminousMacadamistobelaidshallbepreparedin
accordancewithMoRTHclauses501.8and902.3asappropriateorasdirectedbyt
heEngineer

- Thesurfaceshallbethoroughlysweptcleanbymechanicalbroomanddustremov edbycompressedairorotherapprovedmethodsshallbeusedasdirectedbytheE ngineer
- TackCoatisappliedusinghotbitumenonprimedsurfaceasperMORTHclause503
- Themixisspreadusingpaverfinisher,SpreadingwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- Mixing,laying,androllingtemperature usingviscosity bitumen–VG30 willbeinaccordance toMORTHClause500-2
- RollingisstartedassoonaslayingisdonethiswillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- SurfacefinishandQualityControlofWorkwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- Duringtheperiodofconstruction,arrangementsfortrafficshallbemadeinaccor dancewiththeprovisionsoftheMORTHClause 112.

BituminousConcrete(BC)

Thisworkshallconsistofconstructioninasinglelayerofbituminousconcreteonaprevious lypreparedbituminousboundsurface.Asinglelayershallbe30mmto50mmthick.

Compositionof BituminousMacadam Grading-2AsperMoRTH5th revisionTable500-17

Grading -2	
NominalAggregatesize	**13.2mm**
Layerthickness	**30-40**
ISSieve(mm)	**cumulative %byweightoftotalaggregatepassing**
19	100
13.2	90-100
9.5	70-88
4.75	53-71
2.36	42-58
1.18	34-48
0.6	26-38
0.3	18-28
0.15	12.20
0.075	4-10
Bitumencontent %bymassoftotalmix–VG30	Min5.4

BCMixingandlayingatSite

- TheBCmix fulfilling thejobmix formulaas per clause505.3.3 ispreparedatspecifiedmixing temperature in asphalt Hot Mix plant; the mix is transported to the construction site ininsulatedcoveredvehicles
- Thesurfaceonwhichbituminousconcreteistobelaidshallbepreparedinaccorda ncewithclauses501and902asappropriateor asdirectedbytheEngineer

- Thesurfaceshallbethoroughlysweptcleanbymechanicalbroomanddustremov edbycompressedairorotherapprovedmethodsshallbeusedasdirectedbytheEn gineer
- TackCoatisappliedasperMORTHclause503
- Themixisspreadusingpaverfinisher,SpreadingwillbeinaccordancetoMORTHClause 501.5.3and501.5.4

- Mixing,laying,androllingtemperature usingviscosity bitumen–VG30 willbeinaccordance toMORTHClause500-2
- RollingwillbeinaccordancetoMORTHClause501.5.3and501.5.4
- SurfacefinishandQualityControlofWorkwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- Duringtheperiodofconstruction,arrangementsfortrafficshallbemadeinaccordancewiththeprovisionsoftheMORTHClause 112.

Note:

1) The Contractor shall submit to the Employer/Engineer for approval before the start thework,thejobmixformulaproposedforuseintheworks,togetherwiththefollowingdetails:

i) Sourceandlocation ofallmaterials
ii) Proportionsofallmaterialsexpressedasfollows:
a. Bindertype,andpercentagebyweightoftotalmix;
b. Coarseaggregate/Fineaggregate/
Mineralfilleraspercentagebyweightoftotalaggregateincludingmineralfiller;
iii) Theindividualweightsofeachtypeofaggregate,andbinderperbatch
iv) Mixingtemperatureandcompactingtemperature
v) The Contractor should previously inform the Employer of the proposed method for laying andcompactingthematerial.

2) Mixing,LayingandRolling temperaturesforbituminous mixes (in DegreeCelsius) asperMoRTH(fifthrevision)table500-2

BitumenViscosityGrade	BitumenTemperature	AggregateTemperature	MixedmaterialtemperatureRollingTemperature	LayingTemperature
VG30	150-165	150-170	150-165	140Min 90min
VG10	140-160	140-165	140-160	160Min 80min

3) SpecifiedrateofapplicationofPrimecoat

Primecoatisapplied beforelaying abituminouspavementlayerover agranularbase course.Whenbitumenemulsionisusedforprimingtherateofapplicationof MC-30grademaybe0.7to1kg/m^2

4) SpecifiedrateofapplicationofTackcoat

TackcoatisappliedoverPrimedsurfaceoroveranexistingbituminoussurface.Rateof applicationof VG-10gradepavingbitumentackcoaton(i)Bituminoussurfaceis0.3to0.4kg/m^2(ii)Granularsurfacetreatedwithprimeris0.4to0.5kg/m^2.

WetMixMacadam(WMM)

MaterialRequirements

Tender

ExecutiveEngi

ThematerialshallcomplywiththeMORTHclause406.2
(a)Itshallconsistofcrushedstone,freefromclay,organicorotherdeleteriousmatter.
(b) It shall comply with the Following Grading after processing, placing and compaction in thepavement the grading of the material shall be smooth curvewithin and approximately parallel tooneoftheenvelopes definedin theTablebelow.

GradingrequirementofaggregateforWetMixMacadambaseasperMORTHTable400-13

sieve size(mm)	percentagepassingbyweight
53	100
45	95-100
26.5	-
22.4	60-80
11.2	40-60
4.75	25-40
2.36	15-30
0.6	8-22
0.075	0-5

WMMMixingandlayingatSite

Thegradedcrushedstoneshallbelaidbyplantcapableofdistributingthegradedcrushedstonein alayer ofuniform thickness and without segregation.Thecompacted thickness of any layerlaid,processedandcompactedatonetimeshallnotexceed150mm,andwherea greaterthicknessisrequired,thegraded crushedstoneshallbelaidin twoormoreequallayersinaccordancewith MORTHClause406.3.4and406.3.5

Constructionsteps:

- The surface on which WMM is to be constructed shall be prepared as per MORTH clause404.3.1
- The Contractor shall take appropriate measures to prevent segregation during dumping andspreadingoperations.
- TheselectedWMMmix(withwaterequaltotheoptimummoisturecontentadded) ispreparedinasuitablemixingplantlikethe“pugmill”asperMORTHclause406.3.3
- The WMM mix is transported to the site and spread using a paver machine to the requiredthickness,gradeandcrossslopeasperMORTHclause406.3.4
- The WMM layer is compacted using a vibratory roller of minimum static weight of 8 to 10tonnes,thecompactedthicknessofeachlayershouldbelessthan200mm.Rolling isdonefrom the lower edgeand proceeded towardsthe upper edge,the rolling speed is limited tolessthan 5kmph.AsperMORTHclause406.3.5
- AfterfinalcompactionofWMMcourse,theroadshallbeallowedtodryfor24hours.
- TheprovisionforSettingandDryingwillbeinaccordancetoMORTHClause406.3.6
- SurfacefinishofWorkwillbeinaccordancetoMORTHClause902
- QualityControlofWorkwillbeinaccordancetoMORTHsection900
- Duringtheperiodofconstruction,arrangementsfortrafficshallbemadeinaccordancewiththeprovisionsoftheMORTHClause 112
- PrimecoatshallbeappliedonthefinishedWMMsurface.

PrimeCoat

It Consist of the spraying of liquid bituminous binder of low viscosity over existing granularsurface.

Materials
Theprimerusedforprimecoatshouldbeasper MORTH clause 502.2

Construction
- ThePrimecoatshallbeappliedbyaself-propelledortowedbitumenpressuresprayer,equippedforsprayingthematerial uniformlyataspecifiedrate
- Thesurfaceonwhichtheprimecoatistobeappliedshallbecleanandfreefromdust,dirtandothermaterial.
- Theapplication oftheprimecoatisasper MORTH Clause 502.4.3
- PrimecoatshallbeleftocureasperMORTHclause 502.4.4
- ControlofQualityofmaterialisasperMORTHSection900
- Duringtheperiodofconstruction,arrangementsfortrafficshallbemadeinaccordancewiththeprovisionsoftheMORTHClause 112.

TackCoat

ItConsistoftheapplicationofasinglecoatoflowviscosityliquidbituminous materialtoexistingbituminousor primedgranularsurface.

Materials
Thebinderusedfortackcoatshouldbelowviscositypavingbitumenof VG10 gradeconformingtoIS:73.

Construction
- TheTackcoatshallbeappliedbyaself-propelledortowedbitumenpressuresprayer,equippedforsprayingthematerialuniformlyataspecifiedrate
- Thesurfaceonwhichthetackcoatistobeappliedshallbecleanandfreefromdust,dirtandothermaterial.
- Thegranularsurfaceshallbeprimedasper MORTH clause 502
- Theapplication ofthetackcoatisasper MORTH Clause 503.4.3
- TackcoatshallbeleftocureasperMORTHclause 503.4.4
- ControlofQualityofmaterialisasperMORTHSection900
- During the period of construction,arrangements for trafficshall bemade inaccordancewiththeprovisionsoftheMORTH Clause112.

SECTION7–EligibilityandQualificationCriteria

EligibilityCriteria

1) TheTenderermaybeanindividualorfirmoragencyorCompany.
2) The Tenderer musthaveInstalled, Commissionedand operatedhis own purposeAsphaltHotmixplantand alsohavingthefollowingeligibilitycriteria.
3) Toqualify forawardof thiscontract,each Tendererinits/hisnameshouldhave in thelastfiveyears (i.e.from2017-18to2022-23)

(a) Achieved inat leasttwo financialyearsa minimumfinancialturnover (inallclassesofcivilengineeringconstructionworksonly)of**Rs.5.00Crores**.

(b) Satisfactorilycompleted(atleast90%ofthecontractvalue),asprimecontractor,atleastonesimilarworksuchasRoadConstruction/Maintenance/ ResurfacingofAsphaltinnatureofvaluenot less than**Rs.3.00Crores.**

(c) executedinanyoneyear,thefollowingminimumquantitiesofwork:

SDBC/BM/DBM/BC	**Cum**	**2,000.00**
WMM	**Cum**	**500.00**

4) EachTenderershouldfurtherdemonstrate:

(a) Availabilityofcriticalequipmentforthisworkprovidedwiththerelevantdocuments(commitmentagreementsetc.)foravailabilityforthisworkaretobefurnishedasshownintablebelow.

Sl. No.	**BriefDescription**	**Unit**	**Quantity**	**Lease/ Own**
1.	Hotmixplant50/80TPHorhigherrangewithbackupgenerator,shed,laboratory shed andequipment	No.	01	Own
2.	MechanicalPaver	No.	01	Own
3	VibratoryRoller8/10TonneCapacity	No.	02	Own
4	Tandem/ StaticRoadRoller8/10TonneCapacity	No.	02	Own
5	Tippers(6wheelers/10wheelers)	No.	04	Own
7	Aircompressor	No.	02	Own
8	Truckmountedbituminoussprayer(EmulsionSprayer)	No.	01	Own
9	Truckmountedbituminoussprayer(HotBitumenSprayer80/100Grade(VG-10)capacity)	No.	01	Own
10	CuttingMachine	No.	05	Own
11.	Frontendloader	No.	01	Own
12.	BabyRoller	No.	01	Own

13.	Excavator	No.	01	Own

(b) Liquidassetsand/ oravailabilityofcreditfacilitiesofnotlessthan**Rs.300.00Lakhs**(Creditlines/ letterofcredit/certificatesfrombanksformeetingthefundrequirementetc.

Thenumberofpointswillbegivenundereachofthe criteriaforevaluationis:

Sl. No.	Description	Max.Marks
1.	SpecificexperienceoftheFirmsrelatedtotheAssignmentasperClauseNo. 7.1(b)&(c)above	**10**
2.	FinancialCapabilityRs.10.00croresTurnover	**10**
3.	AdequacyoftheproposedworkplanandmethodologyinrespondingtotheTOR	**05**
4.	Qualificationsandcompetenceofthestafffor theAssignment	**05**
5.	Equipment,machineries andvehicles facilities available and execution ofthequantities.	**70**
	TotalPoints:	**100**

TheminimumTechnicalscorerequiredfortechnicaleligibility:75Points

Note:Failuretocomplywithanyoneofthemandatorycriteriaasstatedinabovetableshallbeconstruedasineligibleforthetender.

KeyPersonneltobedeployedonissueofworkorder:

The Tenderers mustdeploy the Key Personnel for the workas indicatedbelow.The number KeyPersonnelshould notbelessthanasspecified.

i) **PlantOperator:**5to10yearstotal ExperienceinoperatingHotMixorHotMixPlant.
ii) **EquipmentOperator:**5yearsoftotalexperienceinoperatingandhandlingequipmentforroadworks/similarwork.
iii) **LabTechnician:**ITIorDiplomaincivilwith5YearsoftotalExperienceinoperatinglaboratoryequipment.
iv) **Site Supervisor/Site Employer/Engineer:**B.E/ B Tech orDiplomainCivilEngineeringwith3/5yearstotalExperienceinsimilarworks.
v) **Electrical/Technician:**ITIorDiplomainElectricalwith3YearsoftotalExperience.
vi) **MechanicalPersonnel**:BE/Diplomainmechanical with2to3yearsoftotal experience.

Notes:

1. Tenderer may propose any number of names of Personnel for each Key Position mentionedabove.AnyofthepersonnelapprovedbyEmployeraspertherequireme

ntforeachkeypositionhavetobemandatorilydeployedincaseofawardofwork.

2. ThesuccessfulTendererhastodeploythesamekeypersonnel(within60daysofco mmencementdate)asindicatedintheTendersubmittalfailingwhichpenaltyofIN R10,000permonthwillbeimposed.
3. TheproposedKeypersonnelarenottobechangedtillthecompletionofthework.Under

exceptional circumstances,in casethey are required to bechanged, the replacement shouldhave similar or better experience and qualification than as required above. These changes arepermitted onlywiththeapprovaloftheEmployer.

A tenderer who gives falseinformationinthetenderdocumentaboutitsqualification orwhorefuses to enter into a contract after notification of contract award shallbeconsideredfordebarmentfromparticipatinginfuturepublicprocurement.

7A-FilterofApplicants-Checklist(Tobefilledbyapplicant)

NameofApplicant_____

Sr.no	Criteria	Yes	No
1.	Hastheapplicantabandonedanyworkinthelast5years?		
2.	Has the applicantdelayed any work in thelast5 years by more than75%oftheoriginalperiodofcompletionduetohisdefault?		
3.	Has theapplicant delayedby more than 50% oftheoriginal periodof completion in more than 20% of thenumberof works inthelast5years duetohisdefault?		
4.	Hastheapplicantsufferedbankruptcy/ insolvencyinthelast5years?		
5.	Hasanymisleadinginformationbeengiveninthisapplication?		
6.	Isthenetworthoftheapplicantasperclause7.1ofeligibilitycriteriaandqualificationrequirement?		
7.	Hastheapplicantcertifiedthatnoagent/ middlemanhasbeenorwillbeengagedoranyagencycommissionbeenorwillbepaid?		
8.	Has the Tenderer undergone Corporate Debt Restructuring (CDR)sincelastfiveyears? (a.)Ifyes,hastheTenderersubmittedtheirbanker'scertificatestating thattheiraccountwith thebankisstandardaccountason31stMarch2021? (b.)Ifno,hastheTenderersubmittedanundertakingtotheaffect? IncasetheTendererfailstosubmitanundertakingorbanker'scertificate,the Tendererisliableforrejection.		

1. A'YES'answertoanyquestion1,2,3,4or5willdisqualify theapplicant.
2. A'NO'answertoanyquestion6,7 or8(a.)or8(b.)willdisqualifytheapplicant.

Tender

ExecutiveEngi

7B–QualificationDetailsandCriteria

EligibilityandQualificationCriteria Documentation			
No	**Factor**	**Requirement**	**Submission Requirements**
1.1	**Nationality**	Tenderer'sInformation	Form9A
1.2	**ConflictofInterest**	Noconflictsofinterestasdescribed inITT1.2	LetterofBid
1.3	**Methodstatementand WorkProgramme**	Detailsofmethodstatementa ndRequirementsforpropose dWorksProgramme	Form–9BandForm–9C
1.4	**Equipment**	shallprovideadequateinformationforeachitemofequipment	Form–9D
1.5	**Personnel**	ShallProvidethedetailsofKeyPersonnel	Form–9E
1.6	**FinancialPerformance**	The audited balance sheets or, if not requiredby the laws of the Applicant's country, otherfinancialstatementsacceptabletotheEmployer, for the last five (5) years shall besubmittedandmustdemonstratethecurrentsoundnessoftheApplicant'sfinancialpositionandindicateitsprospectivelong-termprofitability.	Form–9F
1.7	**Average Annualfinancial Turnover**	Minimumaverageannualconstruction turnover of 20 crores in any of the two yearsamonglastfive(5)Financialyears startingfrom2016-17to2020-2021.	Form–9G
1.8	**Financial Capability**	FinancialResources	Form–9H
1.9	**WorksinProgress**	shallprovideinformationontheircurrentcommitmentsonallcontracts thathavebeenawarded	Form–9I
1.10	**WorkExperience**	Tenderers should provideinformationworkdonedetailsout ofthelastfiveyears	Form–9J

SECTION8:PRICESCHEDULE

Preamble

ThePricingDocumentshallbereadinconjunctionwithNoticeofInvitationtoTenderers,Instructions to Tenderers and all Tendering Documents, Specifications as listed in Contents ofTenderingDocuments.

The Contract is a fixed priced, adjusted by the PriceAdjustment Formulafor supply andlayingofbituminousmixesdetailedinSection4ofSCCClause 20.

ThedetailedScopeofWorksisgiveninClauseEmployersSection5–EmployersRequirements.

The individual itemdescriptionswithin each are indicative only ofthe supply and Workincluded in this Contract and shall not be taken as defining the scope of work to be executedeitherunderthePriceCentreortheContract.

The item descriptions, if given, are general summaries only, therefore no omission from, orerror in, item descriptions within this Pricing Document shall warrant an adjustment of theContractPricenorentitletheContractortoseekanextensionof timeundertheContract.

Thebreakdownofrates anditemdescriptions,with the breakdown costof eachitem assubmitted by theContractor in accordance with theClause8.4 ofthissection and shall beused as the basis for evaluating any variations pursuant to Clause 20 Special Conditions ofContract.

TheactivitydescriptionsforitemswithinPriceCentresshallbedeemedtocoverallaspectsof the relevant item scope, irrespective of the fact that the Tenderer may not have inserted anamountagainstanyitemdescription.

The total amount of each Price Centre shall be deemed inclusive of all of the Contractor'sobligationstoexecutethepartoftheWorkscoveredbythePriceCentreandtoperformallof his other obligations under the Contract in respect thereof. The Contractor shall not beentitled toreceiveanyfurtheroradditionalpaymentinrespectofsuchPriceCentre.

The person authorized to sign on behalf of the Tenderer shall sign in full, with company sealanddate,atthebottomofall pagesofthePricingSchedule.

ContractPrice

Theall Price asshown in the Pricing Summary in FinancialProposalshall be exclusiveofGST,constitutesthe"ContractPrice"whichshallbethetotalamounttobepaidtotheContractor for executing the Works and performing all other obligations under the Contract,subjectonly toany furtheramounts asmaybedetermined bytheEmployer/Engineer asbeing duetotheContractorinaccordancewiththeContract.

ThePriceCentretotalsand theContractPriceshallnotbesubjecttoadjustmentbytheContractorinrespectofanyerrororoversightinthepreparationofthePricingDocument,thisVolumeandthey representthefullextentoftheContractor's entitlementtoreceivepayment in respect of such Price Centres. Errors will be corrected by the Employer for anyarithmetic mistakes in computation or summation found in the bid submission, as indicatedSection1-InstructionstoBidders.

Payments for Price shall be paid in Indian Rupees

only.8.3

Tender

ExecutiveEngi

PaymentSchedule

PaymentwillbecalculatedusingtheScheduleofPayments(SoPs),subjecttothe Employer/Engineer being satisfied that the works for each item are 100% complete,
unlesspaymentisonapercentage/monthly/quarterlybasis.Paymentwillbebas edontheContractor'ssubmissionof amonthly statement.

SubjecttotheContractor'sMonthlyStatementmeetingtheminimumvalueof3 %ofContract Price, and after the Employer/Engineers assessment, the Employer/Engineer
willissueanInterimPaymentCertificatecalculatedonpercentagesfromtheSO PItems.

SL No.	Descriptionofltems	Unit	Rate in Rs
1.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **hot bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading ll Material PWD CSR 21-22 VOl 3 it. No 10.5 Page No 76 (as per Issue Rates Dated 01-01-2023)	Sqm	
2.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **75 mm of Wet Mix Macadam and Bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading ll Materialincluding all lead, lift and cost of materialsandlabouretc.,complete	Sqm	
3.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **100 mm of Wet Mix Macadam and Bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading ll Material including all lead, lift and cost of materialsandlabouretc.,complete	Sqm	

SECTION9*:TENDERINGFORMS*

Date:.....

ITTNo:.....

To:

TheChiefCommissioner
BruhatBengaluruMahanagara
PalikeBengaluru

Gentlemenand/orLadies:

HavingexaminedtheTenderDocumentsincludingAddendaNos *[insert numbers]*,thereceipt ofwhichisherebydulyacknowledged,we,theundersigned,offerto.....(nameofthe work) and deliver.....inconformitywiththesaidtenderdocumentsforthe sumof.....*(Totaltenderamountinwordsandfigures)*orsuchother sumsasmaybe ascertainedinaccordancewiththeScheduleofPricesattachedherewithandmadepartofthistender.

Weundertake,ifourtenderisaccepted,todeliverthegoodsinaccordancewiththedeliver yschedulespecifiedintheScheduleofRequirements.

Ifourtenderisaccepted,wewillobtaintheguaranteeofabankinasumequivalent toTenpercent oftheContractPriceforthe dueperformanceoftheContract,intheformprescribedbytheEmployer.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITTand it shall remain binding upon us and may be accepted at any time before the expiration of thatperiod.

Untilaformalcontractispreparedandexecuted,thistender,togetherwithyourwri ttenacceptancethereofandyournotificationofaward,shallconstituteabindingCont ractbetweenus.

Weundertakethat,incompetingfor(and,iftheawardismadetous,inexecuting)theabov econtract,wewill strictly observe the laws against fraud and corruption in force in India namely “Prevention ofCorruptionAct1988”.

Weunderstandthatyouarenotboundtoacceptthelowestoranytenderyoumayreceive.

Weclarify/ confirmthatwecomplywiththeeligibilityrequirementsasperITTClause1ofthetend erdocuments.

Datedthis.....dayof.....20..

_____ _____

(signature)

(inthecapacityof)

DulyauthorizedtosignTenderforandonbehalfof

_____

TechnicalProposal-Forms

9A.Tenderer’sInformationForm

9B.MethodStatement

9C.WorkProgramme

9D.FormEQU:Equipmen

t9E.Personnel

9F.Financial Situation and

Performance9G.AverageAnnualT

urnover

9H.FinancialResources

9I.CurrentContractCommitments/WorksinProgress

9J.Tenderer’sProfitabilit

y9K.WorkExperience

9A.Tenderer’sInformationForm

Date:_____

Tenderer’sname
Tenderer’sactualorintendedcountryofregistration:
Tenderer'sactualorintendedyearofincorporation:
Tenderer'slegaladdress[incountryofregistration]:
Tenderer's authorizedrepresentativeinformationName: Address:_____ Telephone/Faxnumbers:_____ _____ E-mailaddress:_____
Attached arecopiesoforiginaldocumentsof ☐ ArticlesofIncorporation(orequivalentdocumentsofconstitutionorassociation),and/ordocumentsofregistrationofthelegalentitynamedabove. ☐ IncaseofGovernment-ownedenterpriseorinstitutiondocumentsestablishing: • Legalandfinancialautonomy • Operationundercommerciallaw • EstablishingthattheBidderisnotdependentagencyofthe Employer

9B.Method Statement

Tenderer shall set out details of the Method Statement for the Works to demonstrate how itwillmeettheEmployer'sobjectiveandrequirements.Asaminimum,theMethodStatementshalladdressthefollowing:

(a) Details of the arrangements and methods which the Tenderer proposes to implement for theconstruction of the Works, in sufficient detail to demonstrate their adequacy to achieve therequirementsof theContractincludingcompletionwithintheTimeforCompletion.

(b) OutlineofthearrangementsoftheTenderertomanagecoordinationofSiteaccess.

(c) Outlineofthearrangements and organisation of the Tenderer to ensure compliance withthe WorksRequirements.

(d) OutlineofthearrangementsoftheTenderertocarryouttesting

(e) [Insertotherinformation,asmaybeappropriate.]

9C.WorkProgramme

RequirementsforproposedWorksProgramme

9D.FormEQU:Equipment

TheTenderer shall provideadequate information to demonstrateclearly that it has the capabilityto meet the requirements for the key equipment listed in Section 7, Eligibility and QualificationCriteria. A separate Form shall be prepared for each item of equipment listed proposed by theTenderer.

Itemofequipment		
Equipmentinformation	Nameofmanufacturer	Modelandpowerrating
	Capacity	Yearofmanufacture
Currentstatus	Currentlocation	
	Detailsofcurrentcommitments	

OmitthefollowinginformationforequipmentownedbytheTenderer.

Owner	Nameofowner	
	Addressofowner	
	Telephone	Contactnameandtitle
	Fax	Telex
Agreements	Detailsofmanufactureagreementsspecifictotheproject	

9E.Person nelKeyPer sonnel

Tenderersshouldprovidethenamesofsuitablyqualifiedpersonneltomeetthespecifiedrequirements.Thedataontheirexperienceshouldbesuppliedusingthe Formbelowforeachcandidate.

1.	**Titleofposition***
	Name
2.	**Titleofposition***
	Name
3.	**Titleofposition***
	Name
4.	**Titleofposition***
	Name

**Aslistedin‘KeyPersonnel-EligibilityandQualification Criteria’.

ResumeofKeyPersonnel

NameofTenderer

Position		
Personneli nformation	Name	Dateofbirth
	Professionalqualifications	
Presentemp loyment	Nameofemployer	
	Addressofemployer	
	Telephone	Contact (manager/personnelofficer)
	Fax	E-mail
	Jobtitle	Yearswithpresentemployer

Summarize professional experience over the last5 years, in reverse chronological order. Indicate particulartechnicalandmanagerialexperiencerelevanttotheproject.

From	T o	Company /Project/Position/Relevanttechnicalandmanagementexperienc e

9F.FinancialSituationandPerformance

Tenderer'sName:_____
Date:_____

1. Financialdata

TypeofFinancialinformationin INR	**Historicinformationforpreviou s***5years,* **INR**				
	Year1	Year2	Year3	Year4	Year5
StatementofFinancialPosition(InformationfromBalanceSheet)					
TotalAssets(TA)					
TotalLiabilities(TL)					
TotalEquity/ NetWorth(NW)					
CurrentAssets(CA)					
Current Liabilities(CL)					
WorkingCapital(WC)					
InformationfromIncomeStatement					
TotalRevenue(TR)					
ProfitsBeforeTaxes(PBT)					
CashFlowInformation					
CashFlowfromOperatingActivities					

2.Financialdocuments

TheTenderershallprovidecopiesoffinancialstatementsfor*5*yearspursuantSectio n7,EligibilityandQualificationsCriteria.Thefinancialstatementsshall:

(a) ReflectthefinancialsituationoftheTendererandnotanaffiliatedentity(su chasparentcompanyorgroup member).

(b) beindependentlyauditedorcertifiedinaccordancewithlocallegislation.

(c) be complete,includingallnotestothefinancialstatements.

(d) correspondtoaccountingperiodsalreadycompletedandaudited.

☐ Attachedarecopiesoffinancialstatements[11]forthe*5* yearsrequiredaboveandcomplyingwiththerequirements

Notes:

Financialdata for latest lastfive audited financialyears has to besubmitted by theTenderer inForm 9G to 9I along with audited balance sheets. The financial data in the prescribed formatshallbecertified by Chartered Accountant with his stamp and signature. In case audited balancesheetfor the immediately preceding financial year i.e. 2020-21 is not available, he has to submit anaffidavit certifying that the "balance sheet has actually not been audited so far". In such a case thefinancialdataofprevious'fiveauditedfinancialyearsbefore2020-21willbetakenintoconsideration for evaluation. If audited balance sheet of any year other than the last year is notsubmitted, theTenderwillbeconsideredasnon-responsive.

9G.AnnualTurnover

Tenderer'sName:_____
Date:_____

Year	**Amount INR**
Annual ConstructionTurnover	

Thefinancialdataintheprescribed formatshallbecertifiedbyCharteredAccountantwithhisstampandsignature.

9H.FinancialResources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines ofcredit,andotherfinancialmeans,netofcurrentcommitments,availabletomeetthetotalconstructioncashflowdemandsofthesubjectcontractorcontractsasspecifiedinSection7(EligibilityandQualification Criteria)

FinancialResources		
No.	**Sourceoffinancing**	**Amount(INR)**
1		
2		
3		

The financial data in the prescribed format shall be certified by Chartered Accountant with hisstamp andsignature.Ifneededtheworking capital availability shall bedemonstrated throughabankcertificate.

9I.CurrentContractCommitments/WorksinProgress

Tenderers should provide information on their current commitments on all contracts that havebeen awarded, or for which a letter of intent or acceptance has been received, or for contractsapproaching completion, but for which an unqualified, full completion certificate has yet to beissued.

CurrentContractCommitments					
Sl No.	**NameofContract**	**Employer'sContact Address,Tel, Fax**	**ValueofOutstandingWork [CurrentINR]**	**EstimatedCompletionDate**	**Average MonthlyInvoicingOver Last Six Months[INR/month)]**
1					
2					
3					
4					
5					

Thefinancialdataintheprescribedformatshallbecertifiedby CharteredAccountant withhisstampandsignature.

9J.WorkExperience

Tenderer'sName:_____
Date:_____

StartingYear*	EndingYear	ContractIdentification	RoleofTenderer
		Contractname:_____ Brief Description of the Works performed by theTenderer:_____ _ Amountofcontract:_____ NameofEmployer:_____ Address:_____	
		Contractname:_____ Brief Description of the Works performed by theTenderer:_____ __ Amountofcontract:_____ NameofEmployer:_____ Address: _____	
		Contractname:_____ BriefDescriptionoftheWorksperformed bytheTenderer:_____ Amountof contract:_____ Nameof Employer:_____ Address:_____	

*SeeSection7EligibilityandQualificationCriteria

FinancialProposal

9.2-FINANCIALPROPOSALSUBMISSIONFORM

[Location,Date]

From:To:
(NameandAddressofEmployer)
(NameandAddressofTenderer)

_____
_____
_____

DearSir

Subject: "Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division"–FinancialProposalreg.

We,theundersigned,offertoprovidetheworkfortheaboveinaccordancewithyourRequest for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). OurattachedFinancial Proposalisforthesum of[*AmountinWordsandFigures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting fromContractNegotiations,uptoexpirationoftheValidityPeriodoftheProposal,i.e.,[*Date*].

Weundertakethat,in competing for (and,iftheaward tous,in executing) theaboveContract,wewillstrictlyobservetheLawsagainstFraudandCorruptioninforceinIndianamely"PreventionofCorruptionAct1988".

Weunderstandyouarenotboundtoacceptany Proposalyoureceive.

Yourssincerely

AuthorizedSignature:
NameandTitleofSignatory:NameoftheConsultant:Address:

i) PricingSummary(Form9.2)(OnlyforReference)

The Tenderer should quote his offer in Indian Rupees, inclusive of plant and machinery. The tenderershould give 1st Priority to supply the needs of BBMP. The tenderer shall informthe BBMP, theotherworkstaken up by himother thanBBMP.The offer should be in the following proformaassuggestedinthepriceTenderformat

Sl. No.	Descriptionofitem(withbriefspecificationandreferencetoBookofspecification)	Unit	Rate (in Rs)
1.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **hot bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading ll Material PWD CSR 21-22 VOl 3 it. No 10.5 Page No 76 (as per Issue Rates Dated 01-01-2023)	Sqm	
2.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **65 mm of Wet Mix Macadam and Bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading ll Material including all lead, lift and cost of materialsandlabouretc.,complete	Sqm	
3.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **100 mm of Wet Mix Macadam and Bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading ll Material including all lead, lift and cost of materialsandlabouretc.,complete	Sqm	

Notes:

1)PaymentsunderthisContractwillbemadeinIndianRupees,

SECTION10:CONTRACTFORMS

LetterofAcceptance

To:

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract andidentificationnumber,asgivenintheContractData]*fortheAcceptedContractAmount*[amountinnumbersand words][nameofcurrency]*, ascorrected andmodified in accordancewith theInstructionstoBidders,isherebyacceptedbyourinstitution.

Youare requested tofurnish thePerformance Security within 15 days of thereceipt ofthisletterofacceptancevalid in accordancewith theConditions ofContract,using for thatpurposeone ofthePerformanceSecurityForm*s*includedin Section12–ContractForms.

AuthorizedSignature: _____
NameandTitleofSignatory: _____
Nameoffirm/agency/contractor: _____

Attachment:ContractAgreement

AgreementFo

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This agreement, made the ……day of ……20……., between……
……[nameandaddressofEmployer] (hereinaftercalled“theEmployer”)oftheonepartand……
……
……
[nameandaddressofcontractor](hereinaftercalled“theContractor”)oftheotherpart.

WhereastheEmployerisdesirousthattheContractorexecute……..
……
……[name and identificationnumber ofContract] (hereinafter called “the Works”) and theEmployer has accepted the Tender by the Contractor for the execution and completion of such Works and theremedying ofanydefectsthereinatacontractpriceofRupees……..

NOWTHISAGREEMENTWITNESSETHasfollows:

1. In this Agreement,wordsand expression shall have the same meanings as arerespectively assigned tothemin the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read andconstruedaspartofthisAgreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, theContractor hereby covenants with the Employer to execute and complete the Works and remedy any defectsthereininconformity inallaspectswiththeprovisionsoftheContract.
3. TheEmployerherebycovenantstopaytheContractorinconsiderationoftheexecutionandcompletionoftheWorks andtheremedying thedefectswhereintheContractPriceorsuch othersumasmay becomepayableundertheprovisionsoftheContractatthetimesandinthemannerprescribedbytheContract.
4. ThefollowingdocumentsshallbedeemedtoformandbereadandconstruedaspartofthisAgreement,viz:
   i) LetterofAcceptance;
   ii) Noticetoproceedwiththeworks;
   iii) Contractor’sTender;
   iv) ContractData;
   v) Conditionsofcontract(includingSpecialConditionsofContract);
   vi) Specifications;
   vii) Drawings;
   viii) BillofQuantities;and
   ix) AnyotherdocumentlistedintheContractDataasformingpartofthecontract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first beforewritten.

TheCommonSealof ……
……
washereunto affixedinthepresenceof:

Signed,SealedandDeliveredbythesaid
……
……

inthepresenceof:
BindingSignatureofEmployer
……
BindingSignatureofContractor……

Tender

ExecutiveEngi

FORMATOFBANKGUARANTEEFORSECURITYDEPOSIT

To.....*[nameofEmployer]*
.....*[addressofEmployer]*

WHEREAS.....*[nameandaddressofContractor]* (hereinaftercalled"the Contractor")hasundertaken,inpursuanceofContractNo.....dated:.....toexecute .....*[nameofContract andbriefdescriptionofWorks]* (hereinaftercalled"theContract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnishyouwith a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance withhisobligations inaccordancewiththe Contract;

ANDWHEREASwehaveagreedtogivetheContractorsuchaBankGuarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of theContractor, up to a total of Rs. ..... *[amountofguarantee]*[1]_Rupees..... ...*[inwords]*,andweundertake to pay you, upon your first written demand and without cavil or argument, any sum or sumswithin the limits of ..... *[amount of guarantee]*[2]as aforesaid without your needing toprove orto showgroundsorreasonsforyourdemandforthesumspecifiedtherein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting uswiththedemand.

We further agree that no change or addition to or other modification of the terms of the Contract or of theWorks to be performed there under or of any of the Contract documents which may be made between youand the Contractorshall in any way release us from any liability under this guarantee, and we herebywaivenoticeofanysuch change,additionormodification.

ThisguaranteeshallbevaliduntilDaysfromthedateofexpiryoftheDefectsLiabilityPeriod.

Signatureandsealoftheguarantor_____
_____
NameofBank_____
_____
Address_____
Date_____

[1]Anamountshallbeinsertedbytheguarantor,representingthepercentageofthe

ContractPricespecifiedintheContract

[2]Anamountshallbeinsertedbytheguarantor,representingthepercentageofthe ContractPricespecifiedintheContract